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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
ESTANCIA AT SOUTHLAKE HOA
CITY OF SOUTHLAKE,
TARRANT COUNTY, TEXAS**

March 1, 2012

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ESTANCIA AT SOUTHLAKE HOA**

STATE OF TEXAS §
 § KNOW BY ALL THESE PRESENT:
COUNTY OF TARRANT §

This Declaration (herein so called) is executed effective as of March 1, 2012, by 579 Kimball, LLC, a Texas limited liability company (the "Declarant").

RECITALS:

A. Declarant is the owner of the real property in TARRANT COUNTY, Texas described on Exhibit A attached hereto, which Declarant is developing as an addition to be known as ESTANCIA AT SOUTHLAKE (the "Property").

B. Declarant desires to establish a planned residential community of single family detached homes on the Property and, accordingly, has executed this Declaration to impose the covenants, conditions, restrictions, and easements herein described upon the Property.

ARTICLE 1
ESTABLISHMENT

Section 1.1 Establishment of Covenants, Conditions and Restrictions.

Declarant hereby imposes upon the Property the covenants, conditions, restrictions, liens and easements set forth in this Declaration (the "Covenants") for the purposes of establishing a general scheme for development of the Property, enhancing the value of the Lots and Residences (defined below), and establishing restrictions for residential use for the benefit of Declarant and the Owners (defined below). Declarant does not guarantee that all of these purposes will be accomplished through the creation and imposition of the Covenants. The Covenants touch and concern title to the Property, run with the land and shall be binding upon all persons hereafter acquiring any portion of the Property.

Section 1.2 Definitions

The terms set forth below shall have indicated meanings when used in this Declaration; other terms are defined elsewhere herein and shall have the meaning given to them in this Declaration.

"ACC" means the architectural control committee established pursuant to this Declaration.

“Assessments” means the Maintenance Assessments and Special Assessments provided for in Article 6.

“Association” means the ESTANCIA AT SOUTHLAKE HOA, INC., a Texas non-profit corporation, or such other homeowners’ association name selected and available at the time of formation and established as provided in this Declaration.

“Board” means the Board of Directors of the Association.

“Builder” means any homebuilder constructing the initial Residence upon a Lot in the normal course of conducting its business for profit.

“Common Area” means those portions of the Property as described in or on the Plat that do not constitute buildable residential Lots, streets, roads, or alleys. The Common Area includes: (i) any areas within the Property owned by the appropriate government, the Association, or any other governmental entity, but which are required to be maintained by the Association; (ii) any landscape, wall maintenance, pedestrian access or maintenance easements reflected on the Plat, required by the appropriate government or recorded by separate instrument; and (iii) those areas, if any, which are owned by an Owner, but on which are located monuments, signs, fences, landscaping, berms, sidewalks, irrigation systems or other improvements that may be maintained by the appropriate government or the Association. The Common Area shall also include all improvements on or to any portion of any of the areas described in the preceding sentence. Declarant shall at all times have and retain the right, but without obligation whatsoever, to effect minor redesigns or reconfigurations of the Common Area and to execute any open space declarations applicable to the Common Area which may be permitted in order to reduce property taxes, and to take whatever steps as may be appropriate to lawfully avoid or minimize the imposition of federal and state ad valorem and/or income taxes.

“Declarant” means 579 Kimball, LLC including any affiliate of any Partner thereof and any other person or entity who is designated as a successor Declarant in writing pursuant to the provisions of this Declaration.

“Declaration” shall mean to the Declaration of Covenants, Conditions, And Restrictions (“CC&R’s”) governing the ESTANCIA AT SOUTHLAKE Community or any Sub-Association as, recorded by the Declarant.

“Design Guidelines” shall mean and refer to those particular standards, restrictions, guidelines, recommendations and specifications applicable to all aspects of construction, placement, location, alteration, maintenance and design of any improvements within the Property, and all amendments, modifications, supplements and interpretations thereof, which may be established pursuant to section 3.3(d).

“Established Drainage Pattern” The drainage pattern as engineered and constructed by a Builder prior to (or in some cases, immediately following) conveyance of title from a Builder to the individual homeowner.

“HUD” means the U.S. Department of Housing and Urban Development.

“Improvements” means any exterior changes, alterations or additions to a Lot from its condition at the time of purchase.

“Lot” means any of the individual platted building lots reflected, or to be reflected, on the Plat that are to be used for residential purposes as herein described.

“Managing Agent” means any Person who has been engaged and designated by the Board to manage the daily affairs and operations of the Association.

“Owner” means any Person owning fee title to any Lot, but excluding any mortgagee or beneficiary under a deed of trust until such time as it acquires legal title to a Lot.

“Person” means any individual, corporation, Limited Liability Company, partnership or other entity of any kind or types whatsoever.

“Phase” means a particular phase developed upon the Property. Declarant may impose, as provided in Section 3.3(d), additional or different restrictions on each Phase. If Declarant annexes additional property into the Property as provided in Section 8.1, it may designate the area annexed as a particular Phase, and may impose, as provided in Section 3.3(d), additional or different restrictions on such area.

“Plat” means (i) initially, the Preliminary Plat, and thereafter the Final Plat, for any Phase of the Property submitted to and approved by the appropriate government, or any other applicable governmental entity; (ii) after the recording thereof, the final Plat for any Phase of the Property as recorded in the Records of TARRANT COUNTY, Texas; and, (iii) any replat of, or amendment to, the foregoing made by Declarant in accordance with this Declaration. The term “Plat” shall also include the final recorded plat of any additional property annexed into the Property pursuant to Section 8.1.

“Property (-ies)” means any asset, real or personal. An ownership interest.

“Protective Covenants” means the Declaration and any Supplementary Declarations affecting ESTANCIA AT SOUTHLAKE as recorded by the Declarant.

“Residence” means a single family detached residence constructed upon a Lot in conformance with this Declaration.

“Reviewer” Architectural control and design for ESTANCIA AT SOUTHLAKE is handled by either (i) the Declarant or (ii) the Architectural Control Committee. The term “Reviewer”, as used in these Design Guidelines.

“Screening Wall” Any wood, wrought iron or masonry fence or wall installed by the Declarant adjacent to major roads and/or thoroughfares or adjacent property.

"Street" means any paved road, but not alleys, that is typically within a forty foot (40') to sixty foot (60') right-of-way and serves the front of a Lot upon which a Residence is constructed.

"Structure" means any structure (other than a Residence), fence, driveway, sidewalk, planting, landscaping, irrigation system, wall, tennis court, swimming pool, outbuilding, playground equipment, or other improvement of any kind or type.

"Supplementary Declaration" Any Supplementary Declaration of Covenants, Conditions and Restrictions affecting a particular Estancia at Southlake HOA filing as previously recorded by the Declarant.

"VA" means the U.S. Department of Veterans Affairs.

"Vehicle" means any vehicle of any kind or type whatsoever, including any automobile, truck, motorcycle, boat, mobile home, motor home, boat trailer, or other kind of trailer.

ARTICLE 2 **USE PROVISIONS**

Section 2.1 Permitted Uses.

(a) **Lots Limited to Residential Use.** Except as otherwise provided in this Declaration, Lots shall be used only for single family, private residential purposes and activities reasonably related thereto. Additional uses for purposes such as schools, churches, or similar activities may be permitted within the Property, provided such use has received the prior written approval from the Board of the Association or the Declarant (but only so long as the Class B membership status exists).

(b) **Common Area Uses.** The Common Area designated as the **Open Space or Park Areas** on the Plat shall be used only for recreational, drainage and other similar purposes as approved by the Declarant or the Association. The Common Area consisting of landscaping, maintenance, wall maintenance easements, drainage improvements, or similar areas shall be used for such purposes or similar purposes as approved by the Declarant, but only so long as the Class B membership status exists, or the Board of the Association.

(c) **Sales Offices and Similar Uses.** Declarant may maintain one or more signs, sales offices, or trailers on Lots for the purpose of facilitating sales of Residences on the Property. Declarant or the ACC may also grant the right to maintain construction trailers on the Lots and to use Lots for signage, sales offices, and similar purposes to other Persons constructing Residences on the Property.

(d) **Temporary Structures.** Temporary structures, other than playhouses and those used during the initial construction of a residence are not permitted.

(e) **Security doors and Windows.** The ACC prior to installation must approve requests for security treatments for doors and windows; however, the use of "burglar bars", steel or wrought iron bars, or similar fixtures on the exterior of any windows or doors is strictly prohibited. ACC approval is not required for the addition of screen doors or other type doors to a home or an accessory building if the material matches or is similar to existing doors on the house and if the color is complementary to that of existing doors on the home.

Section 2.2 Prohibited Uses and Activities.

(a) **No Further Subdivision.** No Lot may be further subdivided without the written consent of the Declarant or the ACC. Lots may be combined for the purpose of constructing a single residence on more than one Lot only upon written approval of the Declarant or the ACC. Without regard to any such permitted subdivision or combination, the Lots involved shall continue to be treated as single individual Lots hereunder for all other purposes, including voting in the Association and assessing and collecting Assessments.

(b) **Parking and Vehicle Restrictions.** All Vehicles shall be parked, stored or placed so as not to be visible from any Street or from ground level view from an adjoining Lot, except for temporary parking in the driveway constructed on a Lot. On-Street parking shall be limited to temporary parking of guests or invitees of Owners during parties, delivery of services, and similar limited (no more than twelve (12) hours) time periods. Trucks with tonnage in excess of one ton and Vehicles with signage or advertising displays shall not be permitted to park overnight on the Streets, driveways, or other areas within the Property. No Vehicle that transports flammable or explosive cargo may be parked or stored within the Property. No inoperative or unlicensed Vehicles may be parked or stored, other than in an enclosed garage, within the Property. All work on Vehicles (other than routine maintenance) shall be performed only in an enclosed garage. The foregoing provisions shall not restrict the parking of trucks and other Vehicles as necessary in connection with construction of Residences or other Structures on Lots. Any truck, bus, boat, boat trailer, trailer, mobile home, camper or any vehicle other than conventional automobile shall, if brought within the properties, shall be stored, placed, or parked within the closed garage of the appropriate Owner and concealed from view from adjoining lots, common properties, or public streets, unless a variance is approved in writing by the Architectural Control Committee.

(c) **Specific Use Restrictions.** This Section shall not be construed so as to prohibit the conduct of a reasonable amount of in-home work, such as computer work or similar activities, provided that such work or activity does not involve the parking of Vehicles of employees, consultants, or other parties other than the occupants of the Residences in question, and does not involve the delivery or pick-up of any materials or services. Unless expressly permitted by the Declarant or the Board of the Association, no church may be maintained on the Property.

(d) **Pet and Animal Restrictions.** Only regular household pets such as cats and dogs shall be permitted on the Property and then only for personal use and not for any business use such as breeding, kennel operations and the like. No other animals shall be permitted to be maintained upon the Property, including the following: cows, horses, bees, hogs, sheep, goats, poultry, or skunks. No more than four (4) domesticated household pets are permitted in any Residence. All pets shall be

kept within the fenced-in area of an Owner's Lot and shall not be permitted to run free through the Property.

Dog runs require ACC approval on a case-by-case basis. Dog runs shall be located within side or rear yards in such a way that they are not visible to neighbors or, community open space. The ACC will evaluate the proposed location and size of the dog run with consideration given its impact on adjacent properties and streets. Generally, dog run areas should not exceed three hundred (300) square feet in size and fence height should not exceed five (5) feet. The use of underground invisible dog run fencing is highly encouraged by the ACC and is preferred over fencing. The dog run fencing should be immediately adjacent to the home and compatible with the home in material and color. Galvanized chain-link fencing and any kind is prohibited. Dog runs shall be well screened from neighboring properties and streets with landscaping.

"Dog kennels" are not permitted.

(e) **Outdoor Burning Restrictions.** Outdoor burning of trash, leaves, and other items is prohibited. This restriction shall not be construed as prohibiting outdoor cooking on barbecue grills in connection with use of a Residence.

(f) **Trash/Garbage Disposal.** Trash, garbage and other waste shall at all times be kept in clean, well maintained, sanitary containers for regular scheduled pickup for removal of such items. Trash, garbage or other waste shall not be dumped on the ground of any Lot or in any Common Area.

(g) **Occupancy.** Each Lot shall be improved with a single family detached Residence. No Person shall occupy any garage or other outbuilding at any time.

(h) **Projections from Structures.** Window air conditioning units and other similar projections are prohibited. Any projection through the roof of any structure on the Property shall require the prior written approval of the Declarant or the ACC.

(i) **Private Water/Sewer Systems.** Each Residence shall be connected to the water and sanitary sewer system, and no private water well or water, sanitary or storm sewer system is permitted within the Property unless the Declarant constructs it or approves it in advance of construction. If Declarant uses private drainage easements in areas that necessitate or contain a private sub-surface storm sewer drainage system, then such sewer lines are to be kept freely running and unobstructed at all times. If the lines become obstructed, all parties that benefit from their function shall be required to equally and promptly share in the cost of repair or replacement of the lines.

(j) **Changes in Grade.** Except for such changes as are reasonably necessary to facilitate construction of a Residence on a Lot, no Owner shall change the grade of any Lot except in compliance with all applicable laws. After Declarant has developed the Lots, the general grading, slope and drainage plan of a Lot may not be altered, and no dams, berms, channels or swales may be constructed or excavated without the prior written approval of Declarant (or the ACC), the City (if applicable) and other appropriate agencies having authority to grant such approval.

(k) **Visible Activities - Outdoors.** Outdoor drying of clothes is prohibited. Lawn mowers, rakes, carts, and other yard equipment shall be stored from view from adjoining Lots and Streets when not in use.

(l) **General Restriction - Nuisances.** In general, no condition shall be allowed to exist on a Lot which, by sight, sound or smell (as determined exclusively by the ACC), shall constitute a public or private nuisance or unreasonably disturbs any other Owner in the use and enjoyment of its Lot or the Common Area.

(m) **Temporary Structures.** Temporary structures, other than playhouses and those used during the initial construction of a residence, are not permitted.

ARTICLE 3 **CONSTRUCTION PROVISIONS**

Section 3.1 Plan Approval Required.

No Residence or Structure shall be constructed, placed, or installed within the Property until the plans have been approved in writing by the ACC or Declarant as provided in this Article 3.

Section 3.2 Establishment of ACC.

(a) **Initial Appointment.** The ACC shall consist of three (3) members; the Declarant shall appoint the initial members of the ACC.

(b) **Term and Subsequent Appointments.** The members of the ACC shall serve until they resign or are removed by the party appointing them to the ACC (which the appointing party may do at any time). Subsequent appointments to the ACC shall be made by the Declarant until such time as the Declarant either relinquishes such power by written notice to the Board, or the Declarant no longer owns any Lot; thereafter appointments to and removals from the ACC shall be made by the Board. The ACC or Declarant may engage the services of a third party to review plans and specifications pursuant to this Article.

(c) **Compensation: Fee for Review.** No member of the ACC shall be entitled to compensation for its services. The ACC shall impose a reasonable charge for reviewing plans.

Section 3.3 Approval Process.

(a) **Submission of Plans.** Any party wishing to construct a Residence or any Structure on the Property shall submit one (1) copy of complete plans and specifications in 8 ½" X 11" size or no larger than 11" X 17" to the ACC for its approval prior to commencing construction. Such plans and specifications shall include:

- Engineered foundation design plan,
- A detailed landscaping and outdoor lighting plan and description,
- Detailed lot grading plan,
- Detailed fencing plan,
- Tree preservation plan that shows all trees on the lot and which trees will be removed
- A site plan showing the location of all improvements on the lot and elevations, square footage of the living area, masonry percentage, roof pitch and floor plan showing garage area of the proposed Residence or Structure and the materials to be used in constructing the same, all in sufficient detail to enable the ACC to evaluate the proposed Structure or Residence.

Please do not send electrical, plumbing or mechanical plans. The ACC may and probably will request additional information, including samples of proposed materials to aid it in its decision process. **Therefore it is advisable to include in the submission samples of brick, stone, paint colors, and roofing materials to be used.** After receipt of a complete set of plans and specifications, the ACC shall promptly review the same and notify the Person submitting whether it approves the plans or whether it requires changes thereto. Alternately, the ACC may disapprove a set of plans by so noting thereon and returning it to the Person submitting, accompanied by a statement of the reasons for disapproval. No construction shall be commenced on any portion of the Property unless and until the ACC or Declarant has approved the plans for the Residence or Structure in question in writing. Procurement of applicable permits from other governmental agencies is the responsibility of the Owner and shall be obtained prior to commencement of construction. Once begun, construction shall be completed expeditiously and in strict accordance with approved plans. No structure may be occupied until a certificate of occupancy has been issued by an authorized government authority and a certificate of compliance issued by the ACC.

(1) **Hours of Operation.**

Hours of operation shall be the time frames of when exterior construction is allowed. **Which will be established by the Board of Directors.**

(2) **Construction Trailers, Shed, or Temporary Structures.**

All construction trailers, sheds, or temporary structures require ACC approval prior to installation. All such shelters shall be removed upon completion of construction or upon the request of the ACC. Temporary living quarters for workmen are strictly prohibited.

(3) **Sanitary Facilities.**

The contractor shall be responsible for providing adequate sanitary facilities for construction workers. It is the obligation of all contractors and subcontractors to leave the project site free from trash, debris, unused materials and equipment. The ACC reserves the right to specifically assess any and all contractors, subcontractors, or Owners for clean-up cost.

(4) **Construction Drainage.**

The Owner shall install and maintain temporary erosion control measures during the construction period as described above. Temporary barriers such as silt fences shall be utilized as

needed. It is recommended that the Owner landscape slopes as soon as possible after grading has been completed to control erosion.

(5) **Vehicles & Access.**

All vehicles shall be parked so as not to impede traffic or damage surrounding natural landscape. The ACC may designate, at time of plan review or during construction, specific areas for the parking of construction workers' vehicles and/or equipment. Washing of vehicles and/or construction equipment on streets within ESTANCIA AT SOUTHLAKE is prohibited. Concrete Washout is prohibited except in areas designated by Declarant clearly marked with appropriate signs.

(6) **Utility Disruption.**

If any telephone, cable TV, electrical, water, or other utility lines are cut, it is the offending party's obligation to report the incident to the ACC and the affected utility provider.

(b) **Time for Review/Approval.** The ACC shall approve or disapprove all plans submitted for construction within thirty (30) days after the date it receives a complete set of plans and specifications; if the ACC fails to specifically approve or disapprove of any plans within such thirty (30) day period, then the ACC shall be deemed to have not approved the plans submitted. Under no circumstances shall the ACC's failure to respond within the thirty (30) day period constitute deemed approval of, or the granting of a variance for any aspect of construction, use of materials, or location of improvements, **which would otherwise constitute a violation of the Covenants or the Design Guidelines.**

(c) **Review Standards.** The ACC, in reviewing and approving plans for construction of Structures or Residences, shall use commercially reasonable efforts to promote and ensure a high level of taste, design quality, aesthetic harmony, and conformity throughout the Property, consistent with the standards established by this Declaration and any Design Guidelines. **Where the condition imposed by and provision of these Design Guidelines are less restrictive than comparable condition imposed by an appropriate government agency where permit requirement or building code or regulation, the more restrictive provision shall govern.**

(d) **Design Guidelines/Building Standards.** The Declarant or the ACC may but is not required to, from time to time, establish specific guidelines and building standards to assist Persons in determining the type of Structures and Residences, which may be constructed on the Property. Pursuant to Section 8.1, Declarant may annex additional Property to become a portion of the Property, and may develop the overall Property in various Phases. Declarant may establish differing restrictions, guidelines and building standards for each such Phase of the Property, which may impose more restrictive or less onerous building standards with respect to a particular Phase. The ACC or Declarant may amend or modify such guidelines or standards from time to time in its sole discretion. Such guidelines or standards shall supplement this Declaration and be general guides to permitted construction within the Property, but shall not diminish the authority of the ACC and Declarant to approve plans as otherwise herein provided.

(e) **Failure to Obtain Approval.** The construction, repair, replacement, installation, or placement of any Structure or improvement of any type on a Lot without the prior written approval

from the ACC shall constitute grounds for the **imposition by the ACC or the Association of an automatic fine against the Owner of said Lot not to exceed Five Hundred and No/100 Dollars (\$500.00) per day until such approval is obtained or such improvements removed.** A fine levied under this Section shall be charged to the Owner's assessment account, payable upon demand and secured by the lien created in Article 6.

(f) **Compliance With Plans.** Contractors are responsible for complying with the approved construction plans, these Design Guidelines and the Tree Preservation Requirements and Streetscape Design Guidelines. If trash, debris, or spillage is not cleaned up, or damage to protected or improved areas is not repaired the ACC reserves the right to complete the cleanup or repairs needed and specifically assess all related costs to the contractor and/or Owner. Contractors and Owners are encouraged to notify the ACC of any potential issues related to compliance with approved plans.

(g) **Limitation of Liability.** Neither the Declarant, its officers, directors, partners, agents, employees, representatives, parent or subsidiaries, nor the Association, the Board, or the ACC, including any of its respective members, shall be liable to any Person for any official act of the ACC in connection with submitted plans and specifications. Notwithstanding any approval by the Declarant or the ACC, neither the Declarant nor the ACC shall be responsible or liable to any Person with respect to any loss, liability, claim or expense, which may arise by reason of such approval or the construction of a Residence, or Structure related thereto. Neither the Declarant, the Association, the Board nor the ACC shall be responsible in any way for any defects in any plans or specifications submitted, reviewed or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans or specifications. No approval of any plans by either the ACC or the Declarant shall be construed to mean that the plans comply with any applicable law, building code, or governmental regulation, it being the responsibility of the Person submitting any plans to assure compliance with all applicable laws. Conversely, the issuance of a building permit or any approval from any governmental authority shall not, under any circumstance, constitute any evidence that construction of a Residence or a Structure complies with the terms and conditions contained in this Declaration or any Design Guidelines. Declarant and members of the ACC shall have no liability for decisions made by them regarding the approval or disapproval of plans, so long as the decisions are made in good faith and are not discriminatory, arbitrary, or capricious.

Section 3.4 Specific Construction Provisions.

(a) **Setbacks.** All Residences and other Structures shall be constructed in conformity with the setback requirements of the appropriate government agency having jurisdiction over the same and the building lines reflected on the Plat.

(b) **Structure Size and Type.** Each Residence shall have the minimum number of square feet of enclosed air-conditioned area as set forth by the appropriate government agency and as set forth in Section 3.5. Each Residence shall be of new construction on a Lot and no mobile homes or manufactured housing shall be permitted on the Property except on a temporary basis in connection with construction or sales activities.

(c) **Garage Requirements**. Each Residence shall have at least a three car attached garage constructed as a part thereof. No garage shall face a residential street or any of the Common Properties unless approved in writing by the ACC. Whenever possible, an auto court shall be formed with screen walls and/or landscaping around these spaces to reduce garage door impact. All garage doors to be of highly quality wood cedar. An example of the type of the exact type of door must be submitted to the ACC for approval prior to installation.

(d) **Drive/Walkway Requirements**. All driveways and sidewalks shall conform to applicable appropriate government agency and other governmental specifications and regulations.

Sidewalks shall be installed by the builder and shall have a finish consistent with the driveway on the lot, unless approved otherwise by the ACC.

All driveways and flat work above the R.O.W. line to be exposed aggregate, salt finished concrete, stamped concrete, pavers or other material other than plain concrete to be approved by ACC prior to installation.

Extension or expansion of driveways requires ACC approval prior to installation.

The ACC shall not approve such extensions or expansions intended for side yard parking or vehicle storage.

(e) **Windows**. Windows minimum – high quality Anderson, Pella or similar product to be used on entire front of home. High quality vinyl windows to be allowed with ACC review.

(f) **Not used**.

(g) **Awnings and Overhangs**.

The use of awnings and overhangs requires ACC approval prior to installation. The materials and colors shall be the same or generally recognized as being complementary to the exterior of the building and will be attached directly to the structure without requiring supporting columns or poles. Neither metal nor plastic awnings will be permitted.

(h) **Decks & Balconies**.

ACC approval is required prior to the installation of a deck or balcony. Decks and balconies shall be constructed of wood or of a material similar to that of the residence and, if painted, shall be painted a color similar to or generally accepted as complementary to the residence. Decks and balconies shall be installed as an integral part of the residence. Any such decks or balconies shall be located so as not to obstruct or diminish the view from or create a nuisance for adjacent property owners. Construction shall not occur over easements and shall comply with the applicable Design Review procedures set forth in this Declaration. Where the condition imposed by and provision of these Design Guidelines are less restrictive than comparable condition imposed by an appropriate government agency where permit requirement or building code or regulation, the more restrictive

provision shall govern. Decks shall be no more than two (2) feet off the ground and shall be set back a minimum of five (5) feet from property lines. Views under decks shall be screened.

(i) **Patios.**

ACC approval is required for the construction of patio covers, open patios, and enclosed patios. Freestanding patio covers are acceptable, as approved, as are roof extensions (loggias). Patio covers and posts shall be constructed of wood or of a material generally recognized as complementary to the residence and shall be similar to or generally recognized as complementary in color to the exterior color of the residence.

Open patios should be an integral part of the landscape plan and should be located so activities do not create a nuisance for adjacent property owners. The patio color shall be similar to or generally accepted as a color complementary to the color of the residence. Enclosed patios shall be constructed of materials that are similar to or generally accepted as complementary to those of the residence.

(j) **Painting/Repainting.**

ACC approval is required for any exterior painting or repainting of the home or its accessory improvements. The submittal shall contain the manufacturer's paint chips with name and code number. All exterior finishes should be in subdued earth tones such as gray, green, brown, muted blues or reds, or other similar colors. Generally, garage doors should be painted a muted color and blend with other colors of the home, as prescribed herein. Note: If painting home same or similar color ACC Approval is not required.

(k) **Alterations, Additions and Expansions.**

ACC approval is required for any exterior alteration to, addition to, or expansion of a home. The architectural design and materials used in any and all exterior additions, alterations, or renovations shall conform to the original home's design intent with respect to style, detailing, and materials used in the initial construction, as prescribed herein.

(l) **Accessory Structure Provisions.**

All ancillary Structures (as described below) shall conform to the requirements of this Section. ACC approval is required prior to construction of any accessory structure, including but not limited to sheds and permanently installed playhouses. Applications for accessory structures will be reviewed with regard to Lot size, setbacks, and primary building size. Accessory structures should serve as functional elements and enhance the aesthetic qualities and visual theme of ESTANCIA AT SOUTHLAKE. Accessory structures such as permanent storage sheds and gazebos shall be located in the rear yard or in a location not prominently visible from the street, and shall adhere to the standards herein. Storage sheds, and gazebos shall be architecturally compatible with the home. Accessory structures shall meet the following criteria:

- Accessory structures shall be of the same color, material, and architectural style as the main residence or of color, material, and style that is generally recognized as complementary to that of the main residence.
- An accessory structure's roofing materials shall match those of the main residence.
- Accessory structures shall be no larger than 8'x8', unless a variance is given
- Accessory structures shall conform to the side and rear yard setbacks.
- Accessory structures shall not unreasonably obstruct any adjacent neighbor's view.

Carports (non-fully enclosed automobile shelters) are prohibited.

(1) **Antennae/Satellite Dishes**. The erection, construction, placement or installation of any television, radio, or other electronic tower, serial, antenna, satellite dish or device of any type for the reception or transmission of radio or television broadcasts or for any means of communication upon a Lot or upon any improvement thereon is prohibited except as provided for herein. This prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated pursuant to the Telecommunications Act of 1996, as amended from time to time. The ACC or the Declarant shall be empowered to adopt rules governing the types of antennae that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. All television antennas and other antennas and aerials shall be located inside the attic of the residence constructed on the Lot. Amateur radio towers and antennas (whether for reception or transmission) are specifically prohibited. No exterior television, radio or other antenna of any type shall be placed, allowed or maintained upon any Lot, Residence, or Structure without prior written approval and authorization of the ACC. Satellite dishes larger than one (1) meter in diameter are prohibited. The satellite dish or antenna shall be placed in the rear or side yard in such a manner that it is screened from view from adjacent streets and neighboring properties.

(2) **Fences and Walls**. Fencing shall be of brick, stone, metal, cedar or a combination of same and require ACC approval. All fencing and pool barriers shall meet the City's Pool Code.

(a) No fence, walk gate, driveway gate, wall or hedge shall be erected, placed or altered on any Lot without the prior written approval of the ACC and the design of and materials used in the construction of fences shall be subject to the prior written approval of the ACC. No fence, wall or hedge shall be erected, placed or altered on any Lot nearer to any street than the minimum building setback line indicated on the Plat, unless otherwise permitted by the ACC and in accordance with the requirements of the City. No fence may be installed upon any public sidewalk, Common Properties or pedestrian easement, unless approved by the ACC.

(b) **Front Yard Fencing**. Fencing will be allowed to extend from the perimeter of a dwelling to the side or rear property lines, provided; however such fence shall be set back at least ten feet (10') from the primary perimeter dwelling wall facing the street. All fences, walk gates and driveway gates facing the street on

which the house fronts shall be of black ornamental iron per the specifications identified in the Fencing addendum attached hereto as Exhibit D and shall be constructed with brick or stone columns at the corners that are consistent and complimentary with the home's exterior. All fences, walk gates and driveway gates facing the Common Properties shall be of black ornamental iron per the specification identified in the Fencing Addendum attached hereto as Exhibit D with brick or stone columns at the corners that are consistent and complimentary with the home's exterior and require prior written approval of the ACC. All fencing shall be of construction identical to the type of construction used on the residence located on such Lot and no higher than six feet (6'). All air conditioning compressors, pool equipment, and other mechanical equipment shall be screened from public view.

(c) **Side and Rear Yard Fencing.** Fences should be provided for privacy of yards and patios, screening of equipment and garbage containers in side and rear yards. Fencing between Lots shall be of ornamental iron or wood material, any wood fence shall be constructed of cedar material or better, has slats which are installed vertically only (not horizontally or diagonally), is no higher than six feet (6') and stained with Ready Seal #015 Medium Brown only and in accordance with the specifications identified on Fencing Addendum attached hereto as Exhibit D. Builders shall face the railed side of the cedar fence to the inside of the lot in order that the street appearance of the wood fence is homogeneous throughout the addition. Corner lot fences facing the side street shall be no higher than six feet (6') of cedar material or better and stained with Ready Seal #015 Medium Brown only with brick or stone Columns at the corners and in accordance with the Fencing Addendum attached hereto.

All side yard fences on corner lots shall be constructed within the side yard building line, unless otherwise approved by the ACC. All fences, walk gates and driveway gates facing the Common Properties shall be of black ornamental iron per the specifications identified in the Fencing Addendum attached hereto as Exhibit D with brick or stone columns at the corners that are consistent and complimentary with the home's exterior. Driveway gates facing the side street on corner lots shall also be of black ornamental iron as specified in the Fencing Addendum attached hereto as Exhibit D with brick or stone columns and require prior written approval of the ACC.

All fences visible to the street may be required to screen with shrubs and/or brick or stone columns per the direction of the ACC.

(d) Fences are not permitted to block the flow of water on any drainage easements or adversely affect the drainage of the lot or any lot adjacent to it. Any fencing will have to be approved by the ACC. The ACC may, from time to time at its sole discretion, permit Owners to construct fences or walls, which are in variance with the provisions of the paragraph where, in the opinion of the ACC, the fence or wall is an integral part of the home.

(3) **Outbuildings**. Outbuildings shall be generally discouraged generally not allowed. Request for any out building can be sent to the ACC and each request will be reviewed on a case by case basis. Such requests include a detailed drawing of such proposed plan that includes material examples, detailed elevations, etc. Installation of any outbuilding the prior written approval from the ACC is strictly prohibited.

(4) **Trash Containers**. All trash containers shall be screened from view from Streets.

(5) **Hedges**. Hedges shall be maintained at a height that is in conformity with the height of fences and walls. No hedge shall be maintained in a manner that obstructs any sidewalk or the visibility of intersections of Streets and/or alleys.

(6) **Retaining Walls**. Retaining walls, other than those constructed by the Declarant, require prior written approval by the ACC to ensure conformity with the requirements contained in any Design Guidelines with respect to location, construction, and materials. The Owner / Builder of the "high side" property shall be responsible for installation of side property line retaining walls. Retaining walls shall not exceed four (4) feet in height, unless engineered by a licensed engineer in the State of Texas, there shall be a minimum of five (5) feet between adjacent walls, and walls shall be located so as not to alter established drainage patterns. Except for those built by Declarant or its affiliates, any retaining walls which generally face an alley or are either between Residences or along or adjacent to the side or rear property lines of Lots shall be constructed of masonry or stone materials unless the ACC has otherwise provided prior written approval. Except for those built by Declarant or its affiliates, any retaining walls which generally face a Street or are along or adjacent to the front property lines of Lots shall be constructed of stone materials unless the ACC has otherwise provided prior written approval.

Pursuant to the Declaration, the foregoing standards are intended as an aesthetic guide only. Neither the Declarant nor the ACC ensures the soundness, structural integrity, or effectiveness of retaining walls constructed in conformity with this section. Neither the Declarant nor the ACC shall be responsible for ensuring the structural integrity or soundness of any approved retaining wall.

(7) **Mailboxes**. All mailboxes in the property shall be of a design consistent to the design in Exhibit E, the United States Postal Service regulations and any Design Guidelines.

(8) **Swimming Pool/Recreational Facilities**. A swimming pool, spa and/or recreational facilities may be constructed within any Lot provided the plans are approved by the ACC prior to commencement of construction to ensure compliance with the requirements contained in any Design Guidelines with respect to location and screening. The ACC will review requests for swimming pools and pool equipment on a case-by-case basis. Consideration will be given to, but not necessarily limited to, setback from and impact on neighboring properties and the size of the pool enclosure. Any Spa shall be located in the

side or rear yard in such a manner that it is not immediately visible to adjacent property Homeowners. Spas should be designed as an integral part of the deck or patio area where they are located. Above ground pools are prohibited.

(9) **Signage.** The Declarant shall have the right and privilege to develop and implement uniform signage specifications and requirements applicable throughout ESTANCIA AT SOUTHLAKE, including Builder "For Sale" signage and model home signage. Except for Declarant's signs, Existing homes for sale or for lease shall have no more than one temporary sign per Lot that advertises property, which stands no more than four (4) feet high, which has dimensions of no more than five (5) square feet, and which is conservative in color and style. Temporary signs may be displayed only while the Lot / home is for sale or lease and shall be removed when the property is no longer for sale or lease.

Political signage is allowed so long as it strictly complies with the conditions set forth in any Design Guidelines as to number, location, when such signs are allowed prior to the election, and the time period after the election upon which the signs shall be removed. Spirit signs (announcing the involvement of teenagers in athletics or school programs) shall only be allowed if provided for and in strict compliance with any Design Guidelines. Such advertising and spirit signs shall be subject to approval of the ACC.

Each Owner hereby grants permission to the ACC (or its duly authorized agents) to enter upon a Lot or any part of the Property and remove any sign, billboard or advertising structure that does not comply with the above requirements and, in doing so, shall not be subject to any liability to any Person whatsoever for trespass, conversion, or any claim for damages in connection with such removal. The ACC's cost to remove any sign shall be added to the Owner's assessment account, is payable upon demand and secured by the lien created in Article 6. Unauthorized signs placed by builders, trades, homeowners, or other parties, placed in or on right of ways, thoroughfares, collectors, Common Areas, will be prohibited. If a violation does occur the Declarant or ACC reserves the right to remove the sign.

Every Owner shall provide address numbers or sign incorporated into the design of the residence and clearly visible from the street. Painting of address numbers on the street curb is prohibited. One security sign may be permitted in the front yard located either adjacent to the driveway or in close proximity to the front entrance of the main dwelling. The ACC may impose size, shape and color restrictions on security signs. No signs shall be erected on the roof of any structure.

The content, placement and appearance of all temporary signs are subject to ACC approval.

(10) **Exterior Lighting.** ACC approval is required prior to changing or adding exterior lighting. In reviewing lighting requests, the ACC will consider the visibility, style, location and quantity of the light fixtures. Landscape lighting fixtures shall be dark-colored so as to be less obtrusive and shall be as small in size as is reasonably practical. Exterior

lighting shall not produce glare or direct illumination across a property line of an intensity that creates a nuisance or detracts from the use or enjoyment of adjacent property.

Lighting for walkways generally should be directed toward the ground.

(11) **Rain Gutters.** The use of rain gutters is required to capture all drainage coming of the roof.

(12) **Air-Conditioning and Other Mechanical Equipment.** ACC approval is required prior to the installation of air-conditioning equipment. Ground level air conditioning units shall be installed at street level only. All mechanical equipment, including air-conditioning equipment, shall be located in a side or rear yard only and shall not be visible from Streets or Common Areas.

(13) **Energy Conservation.** The use of energy conservation techniques is encouraged when appropriate. Solar technology shall be screened from view from adjacent properties and the public right-of-way and must be approved by the ACC prior to installation. Site planning and landscape design for energy conservation is encouraged.

(14) **Latticework.** Attached latticework or garden trellis may be installed without approval, provided it is an integral part of the landscaping and complementary to the exterior materials of existing structures. Freestanding latticework will be considered as a Gazebo (see above).

(15) **Play Structures.** Play structures shall be located in the rear yard and set back a minimum of five (5) feet from property lines. Play structures shall be predominately muted earth tone colors and shall not exceed eight (8) feet in height. Playhouses larger than 30 sq. ft. or over eight feet in height shall be considered an accessory structure and require ACC approval.

(16) **Recreational Equipment.** Permanent freestanding, pole-mounted basketball goals are not allowed in the front yard. Portable freestanding basketball goals are conditionally allowed if placed for play within the side or rear yard and properly stored out of public view when not in use. Placement and use of freestanding goals within the street right-of-way or cul-de-sack is prohibited. Approval is not required for the installation of recreational equipment in side and rear yards, so long as the equipment is no taller than seven (7) feet and not visible from the street.

Owners should exercise consideration toward neighbors. Any recreational equipment shall be set back a reasonable distance from adjacent property lines so as to avoid disturbing neighbors.

(17) **Yard Ornaments.** Yard ornaments, including but not limited to, birdhouses, fountains, sculpture, statues, and banners require ACC approval.

(18) **Hardscape Materials**. All materials and construction should communicate high quality and craftsmanship. Specification for hardscape materials shall be subject to the approval of the ACC. The ACC may request samples of hardscape materials.

The Owner shall secure ACC approval prior to paving with any paving material, including without limitation concrete, asphalt, brick, flagstone, stepping stones, and pre-cast patterned or exposed aggregate concrete pavers, and for any purpose, including without limitation walks, driveways, or patios.

(19) **Vegetable Gardens**. ACC approval is not required if located in rear or side yards so that both the garden and its accessory operating areas are screened from view of adjacent homes, public areas and the street. Vegetable gardens should not have excessive weeds, and plants should be removed at the end of each growing season. Tall plants, such as corn and sunflowers, shall be completely screened from view from adjoining properties and public right of ways.

(20) **Sight Triangle Maintenance**. Homeowners shall keep Property within traffic triangles free at all times of any object greater than 18 to 24" in height.

(21) **Gazebos and Greenhouses**. ACC approval is required prior to the construction of any gazebo or greenhouse. Any gazebo or greenhouse should be an integral part of the landscape plan.

Section 3.5 Construction Materials

All construction materials shall conform to the following provisions:

(a) **Building Materials**. Except to the extent a higher percentage is required by the appropriate governmental agency, the total exterior wall area (as used herein the term "total exterior wall area" shall exclude windows, doors, porches and gables) of each building constructed or placed on a Lot shall be not less than 100 percent (100%) brick, stone, Portland cement stucco, masonry or other material approved by the Declarant. Masonry siding such as Hardi-plank or similar products is specifically NOT an acceptable product to use, nor is EFIS or other simulated stucco products. All areas above the height of the top of the standard height first (1st.) floor are not excluded from the calculation of the total exterior wall area. All materials shall be subject to approval by the ACC in accordance with the provisions in any Design Guidelines as to aesthetic appearance and shall conform to any and all governmental agency ordinances.

The following are specifically prohibited except with the express written consent of the ACC:

- Metal structures such as sheds
- Metal as a building skin

- Mirrored glass
- Exposed cinder block
- Vinyl siding
- Pressed Masonite

(b) **Minimum & Maximum Livable Floor Area.** The total air-conditioned living area of the main residential structure constructed on each Lot, as measured to the outside of exterior walls but exclusive of open porches, garages, patios and detached accessory buildings, shall be as follows:

The **Minimum livable square footage on all lots shall be 3,500 square feet with a minimum 75% on the 1st floor** with no Maximum square footage.

Section 3.6 Height Restrictions.

All Structures shall conform to the height restrictions of the governmental agency and shall not exceed two and one half (2 ½) stories.

Section 3.7 Roof Restrictions.

All roofs shall have at least a 10:12 pitch on the main structure and on garage structures unless otherwise approved by the ACC. All roofing materials must be fireproof and conform to governmental agency requirements, and are subject to ACC approval. Asphalt shingles shall be minimum of three-ply 35-year dimensional architectural grade shingle or equivalent is required. The color of shingles shall be "weatherwood" or similar color. Lower pitch to be allowed for Mediterranean or Tuscan type architecture. Tile shingles or similar "hard" roofing material (samples and color to be approved by ACC in advance of construction) to be required of any Mediterranean or Tuscan type architecture. See Exhibit D for additional restrictions.

Section 3.8 Construction Period and Process.

Construction of any Residence shall be pursued with all due diligence and, in any event, shall be completed within twelve (12) months after commencement. Construction of any other Structure shall be completed within the time periods specified in the plan approval process. All areas under construction shall be maintained in a clean, safe condition, and debris, trash, and rubble shall be stored in appropriate containers and promptly removed from the Property.

(a) **Utilities and Utility Easements.** Existing utilities and utility easements are located throughout ESTANCIA AT SOUTHLAKE. Prior to commencing construction, owners are responsible for locating and avoiding existing water, sewer, electrical and other utility lines or building over utility easements. It is the responsibility of the Owner to repair or replace existing utilities damaged during work on his or her Lot.

(b) Landscaping.

(1) General - A site plan showing the house location and landscape plan must be submitted as a part of the plan approval process. Landscape plans must show existing areas to be left undisturbed, proposed planting areas, sodded areas and all tree locations both existing and proposed. Final plans must include a plant list that includes the botanical and common names, plant sizes and spacing.

All landscaping required shall be installed by the Builder and must be installed by the earlier of either two (2) weeks following the completion of a house or two (2) weeks following change of ownership.

Views from the roadways, lakes and amenities toward a landscaped yard should complement the appearance of the existing natural vegetation. All front, side and rear yard areas must be landscaped and should contain primarily native plants selected from the Recommended Tree and Plant List. A listing of the recommended plants is contained in Exhibit G.

The existing native trees and shrubs may be trimmed or shaped to accent the landscape design. Native plants or trees or varieties which do well in the climatic zone of the site are required. ACC review of landscape plans will focus on plant selection.

Ease of maintenance should be considered in the design of the landscape.

(2) Lawns - St. Augustine species, Bermuda and Hybrid Varieties are suitable as a lawn. Buffalo grass is not allowed as a lawn grass. The ACC may require a specific grass variety for certain locations for consistency and visual continuity. Front and side yards on all lots shall be sodded. Rear yards shall be sodded a minimum of four (4) feet around the perimeter. (Exception: All rear yards visible from common greens, and/or the golf course must be sodded.) No gravel or rock shall substitute as a ground cover, lawn or mulch.

(3) Shrubs - Shrub masses can be used to buffer intruding noises and views and screen private areas. All shrub plantings shall be massed in groupings of three or more plants. Formal hedge lines as a buffer device are acceptable.

(4) Trees - A minimum of two shade trees are required to be planted on each lot. The number and size of trees required will vary with neighborhoods. See the appropriate neighborhood specific Streetscape Plan for details. (Exception: existing lots with trees to remain.)

Note: removal of single trunk trees in excess of four (4) inches in diameter or multi-trunk trees in excess of six (6) inches in total diameter requires prior approval of the ACC. (Industry standard measurement shall apply: trees six (6) inch caliper or smaller shall be measured six (6) inches above natural grade. Trees larger than six (6) inches caliper shall be measured twelve (12) inches above natural grade.)

(c) **Landscape Maintenance.** The following practices are suggested to help minimize maintenance problems:

- Plants should be chosen with regard to the region's climate and their ultimate size, shape and growth rates.
- Plants and irrigation heads shall be located out of the path of pedestrian/bicycle traffic.
- Irrigation systems should be maintained. Such maintenance should include draining and servicing sprinkler systems and conducting operational checks on a weekly basis to ensure proper performance of the system.
- Fertilization, weed and pest controls, etc. should be provided only as required for optimum plant growth.

(d) **Lot Grading.** Owners shall not grade their property in a manner that interferes with the established drainage pattern over any property, except as approved in writing by the ACC. Owners should work with the natural contours and seek solutions that minimize the impact of grading with respect to major alterations of existing grades. Grading shall not extend onto adjacent properties without approval of the Owners of those adjacent properties.

Berms, slopes and swales may be used to define spaces, screen undesirable views, and reduce noise and high winds but should not exceed three (3) feet of horizontal distance to one foot of vertical height (3:1 slope). This will permit greater ease of mowing and general maintenance. Extensive cut/fill slopes are discouraged. Fill slopes shall not exceed 3:1. Cut slopes may be 3:1 if the soil's natural angle of repose allows.

Terracing which utilizes retaining walls may be used where the space cannot accommodate the maximum slope, provided that retaining walls shall not exceed four (4) feet in height, with a minimum of five (5) feet between adjacent walls. Retaining wall locations are subject to ACC approval.

(e) **Drainage.** Existing and proposed drainage and grading shall be indicated on the Site Plan. **Owners shall not interfere with the established drainage pattern over any property except as approved in writing by the ACC.** Homeowners may make drainage modifications to their Lots provided that they do not alter the established drainage pattern. Landscape plans shall conform to the established drainage pattern, shall cause water to drain away from the foundation of the house, and shall prevent water from flowing under or ponding near or against the house foundation. Water shall flow fully over walkways, sidewalks or driveways into established retainage patterns. Obstruction of surface flows resulting in a backup of water onto any Lot or Tract is strictly prohibited. If deemed necessary, **the ACC may require a report from a drainage engineer as part of landscaping or improvement plan approval. As defined above, accepted erosion control measures shall be used during construction to reduce adverse silting impacts downstream.**

(d) **Right to Waive or Modify Specific Instruction Provisions.** The ACC shall have the right, in its discretion, to grant reasonable waivers of the construction provisions set forth in this Declaration, and any such waiver shall not entitle any other person to a similar waiver.

Section 3.9 Declarant Rights.

So long as Declarant owns any Lot, Declarant may exercise any of the rights of the ACC under this Article 3.

ARTICLE 4
MAINTENANCE PROVISIONS

Section 4.1 Owner's Obligation to Maintain.

Each Owner shall maintain its Lot and the Residence and other Structures thereon in a clean, first class condition. Each Owner shall regularly mow grass and maintain the landscaping on its Lot in good condition at all times. Each Owner shall maintain the exterior of all Residences and Structures in good condition and shall make such repairs and replacements as necessary to maintain good order and the aesthetic harmony of the Property.

Section 4.2 Damaged Improvements.

If any Residence or Structure is damaged in any way, the Owner shall immediately repair such damage or, in the case of substantial damage when the Owner does not wish to rebuild, raze the damaged Structure or Residence and remove the same and leave the surface of the Lot in good order.

Section 4.3 Declarant/Association Right to Perform.

If any Owner fails to maintain the condition of its Lot, the landscaping thereon, including the prompt removal of deceased trees and shrubs, or the Residence or other Structures thereon as contemplated by this Article 4 and fails to take action to correct such defect within ten (10) days after the Declarant or the Association has furnished written notice thereof to such Owner, then the Owner of such Lot hereby grants permission to the Declarant or Association (or its duly authorized agents) to enter upon such Lot and perform those duties which the Owner failed to perform without liability whatsoever to such Owner or any Person for trespass, conversion, or any claim for damages. **The cost of performing such duties shall be added to the Owner's assessment account and shall bear interest at the rate of eighteen percent (18%) per annum (but not in excess of the lawful maximum rate), be payable upon demand, and shall be secured by the lien provided for in Article 6.**

Section 4.4 Easement Maintenance.

Each Owner grants to the Association, the Board, and the Declarant the right to access, repair, and maintain all facilities and improvements within any wall, entry, fence, landscape, or other similar

easement as recorded on any Plat. By acquisition of a Lot, each Owner hereby grants, creates and conveys unto the Association, the other adjacent Owners and the Declarant a perpetual Drainage Easement (herein so called) over, through, under and across the Owner's Lot for the purpose of permitting runoff and/or storm water to drain from other adjacent Lots over, through, under and across the Owner's Lot(s). Without limiting the foregoing, in order to facilitate drainage from the Property subject to the Declaration over, through, under and across the Owner's Lot, each Owner hereby agrees that the Declarant or the Association, as the case may be, shall have the right to enter onto the Owner's Lot at any time to (i) prevent possible interference with the Drainage Easement and to remove possible hazards from the Drainage Easement area, (ii) prevent the construction or placement of any building, structure or other obstruction within the Drainage Easement area which may endanger or interfere with the efficient and convenient use of the Drainage Easement, (iii) grade, improve, construct, reconstruct, repair and perpetually maintain swales within the Drainage Easement area, and (iv) or regrade portions of the Drainage Easement area necessary or appropriate to permit drainage as generally described herein or as approved or required by appropriate governmental authorities. Notwithstanding any of the foregoing rights of the Association or the Developer, each Owner hereby agrees to maintain the Drainage Easement area at such Owner's sole cost and expense. If any structures or other obstructions are constructed, created or placed by any Owner within the Drainage Easement area without the prior written consent of the Board or the Declarant, the Declarant or the Association shall have the right to remove such structure or obstruction at the sole cost of such Owner. **The cost to remove the structure or the obstruction shall be charged to the Owner's assessment account, be payable on demand, and shall be secured by the lien provided for in Article 6.**

ARTICLE 5 OWNER'S ASSOCIATION

Section 5.1 Establishment.

The Association has heretofore been or will hereafter be created as a Texas non-profit corporation. Each Owner of a Lot shall be a member in the Association and such membership is appurtenant to and shall not be separated from ownership of a Lot. Upon the transfer of a Lot, the new Owner shall automatically become a member of the Association. The term of existence of the Association and other matters pertaining to its operation are set forth in its Articles of Incorporation (attached hereto as Exhibit B) and the By-Laws (attached hereto as Exhibit C). The Association is established to enforce this Declaration and the Covenants, to promote the interests of the Owners as residents of the Property, and to enhance the value of the Lots as a part of a harmonious, high quality, residential subdivision.

Section 5.2 Voting Power.

The Association shall have two classes of voting membership as follows:

- (a) **Class A.** The Class A Member shall be all Owners other than Declarant and shall be entitled to one vote for each Lot owned. If more than one person owns an interest in

a Lot, they shall combine their vote in such way as they see fit, but there shall be no fractional votes, and no more than one vote with respect to any Lot.

(b) **Class B.** The Class B Member shall be the Declarant who shall be entitled to fifteen (15) votes for each Lot owned by Declarant. Subject to the conditions set forth in the remainder of this paragraph, the Class B membership shall be converted to Class A membership upon the earlier of (i) the total votes outstanding in the Class A membership equaling the total votes outstanding in the Class B membership, (ii) January 1, 2014 or (iii) the recording in the Records of **TARRANT COUNTY**, Texas of a notice signed by Declarant terminating the Class B membership. In determining the number of Lots owned by Declarant for the purpose of Class B membership status hereunder, the total number of Lots covered by this Declaration, including all Lots annexed thereto in accordance with Section 8.1 herein, shall be considered. In the event the Class B membership has previously lapsed as provided in (i) above, but annexation of additional property restores the ratio of Lots owned by Declarant to the number required for Class B membership status, such Class B membership shall be reinstated until it expires pursuant to the terms hereof.

(c) **Board of Directors Election.** The Board shall be elected as provided in the articles and bylaws of the Association. The Board shall act by majority vote as provided in the bylaws.

(d) **Specific Powers of Board.** Without limiting the authority granted to a board of directors under the Texas Non-Profit Corporation Act, the Board shall have the following specific powers on behalf of the Association:

- (1) to enforce the provisions of this Declaration;
- (2) to enter into contracts;
- (3) to retain third parties, as necessary, to assist the Board in carrying on the Association's activities, including engineers, accountants, lawyers, architects, land planners, professional management, and other consultants;
- (4) to take such action as necessary to maintain the Common Area in good order and condition;
- (5) to acquire property, services and materials to carry out its duties;
- (6) to purchase insurance covering potential liability for use of the Common Area and for other risks;
- (7) to borrow money for Association purposes;
- (8) to initiate and defend litigation, arbitration and other similar proceedings;
- (9) to promulgate reasonable rules and regulations for access to and use of Common Areas and governance of the Association, as well as a policy establishing a schedule and procedures by which the Board may assess fines against Owners or invoke self-help remedies for violations of the Covenants, the Bylaws, rules and regulations or any Design Guidelines;
- (10) to establish and collect reasonable fees for the use of any recreational facilities on the Common Area; and

(11) to establish and collect a reasonable fee for copying and furnishing copies of the Association's governing documents and furnishing a Resale Certificate as required by law. This function and the authority to collect and receive such fees may be delegated or assigned by the Board to the Association's Managing Agent.

(12) to enforce any provision of the Declaration, the By-laws, the Design Guidelines, or the rules and regulations of the Association through self-help procedures, after prior written notice to the Owner of the Lot at issue, or by suit at law or in equity to enjoin any violation or to recover monetary damages or both or an action to foreclose the lien against any Lot without the necessity or compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees and expenses actually incurred.

Section 5.3 Officers.

The Association will have such officers as are set forth in the Bylaws

Section 5.4 Dissolution.

So long as Declarant owns record title to any Lot, the Association shall not be dissolved. Once Declarant is divested of all ownership interest in the Property, the Association may be dissolved upon the written consent of Owners owning at least ninety percent (90%) of the Lots. Upon such dissolution, the assets of the Association shall be donated to a nonprofit organization with purposes similar to the Association and selected by a majority of the Board.

ARTICLE 6
ASSESSMENTS

Section 6.1 Powers to Establish Assessments.

The Association is empowered to establish and collect Assessments as provided in this Article 6 for the purpose of obtaining funds to maintain the Common Area, perform its other duties, and otherwise preserve and further the operation of the Property as a first quality residential subdivision. The purposes for which Assessments may be used include, without limitation, maintaining, operating, managing, repairing, replacing or improving the Common Area or any improvements thereon; mowing grass and maintaining grades and signs; paying legal fees and expenses incurred in enforcing this Declaration; paying expenses incurred in collecting and administering assessments; paying insurance premiums for liability and fidelity coverage for the ACC, the Board and the Association; satisfying any indemnity obligation under the articles or bylaws; and for any other purpose that furthers or serves the interests of the Association. The Board may, in accordance with applicable law, reject partial payments and demand payment in full of all amounts due and owing the Association. The Board is specifically authorized to establish a policy governing how payments are to be applied.

Section 6.2 Commencement of Assessments.

(a) **Owner other than Declarant.** Unless otherwise provided by separate agreement by and between Declarant and any Person, the **Assessments shall commence as to each Lot upon its conveyance by Declarant to any Person that is not an affiliate of Declarant.**

(b) **Declarant.** Declarant shall not be liable for Assessments for any Lots that it owns. Declarant may, but shall have no obligation to, subsidize the Association from time to time. In the event Declarant decides to subsidize the Association and any shortfall in the operating budget of the Association is due in part to the failure of the Association to collect delinquent Assessments, then the Association shall immediately and vigorously pursue collection of such delinquent Assessments through foreclosure, if necessary, and shall reimburse the Declarant the amounts, if any, so collected.

Section 6.3 Regular Annual Maintenance Assessments.

(a) **Annual Budget.** For each calendar year or a part thereof during the term of this Declaration, the Board shall establish an estimated budget of the expenses to be incurred by the Association for the forthcoming year in performing its duties. Based upon such budget, the Association shall then assess each Lot an annual fee (the "Maintenance Assessment") which shall be paid by each Owner in advance as follows: **quarterly on the first day of each January, April, July and October**, unless the Board determines a different schedule. The Association shall notify each Owner of the Maintenance Assessment for the ensuing year by December 15 of the preceding year, but failure to give such notice shall not relieve any Owner from its obligation to pay Maintenance Assessments. Any Maintenance Assessment not paid within thirty (30) days of the date due shall be delinquent and shall thereafter bear interest as provided in Section 6.5(f). As to any partial year, Maintenance Assessments on any Lot shall be appropriately prorated.

(b) **Limits on Maintenance Assessments.** The initial **Maintenance Assessment for each Lot shall not exceed One Hundred and No/100 Dollars (\$100.00) per month.** Thereafter the Board may increase the Maintenance Assessment annually to meet the anticipated needs of the appropriate budget, but the Maintenance Assessment may not be increased in any year by an amount in excess of twenty percent (20%) above the previous year's Maintenance Assessment, unless such increase is approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, where a quorum exists.

(c) **Uniform Assessments.** Maintenance Assessments for all Lots shall be uniform.

Section 6.4 Special Assessments.

The Association may impose special assessments ("Special Assessments") to make capital improvements to the Common Area, to satisfy its indemnity obligations under the Articles or Bylaws, or for other similar purposes. Any Special Assessment proposed by the Association must be approved by a majority vote of those members of the Association present at a meeting, in person or by proxy, at which a quorum exists. At least fifteen (15) days prior to any meeting of the Association called to consider any Special Assessment, the Board shall notify each Owner thereof by written notice specifying the total amount of the Special Assessment required, the amount thereof imposed on each Lot (which shall be uniform), the purpose for such Special Assessment, and the time and method of payment thereof. The time for paying any Special Assessment (which may be in installments) shall be as specified in the approved proposal.

Section 6.5 Liability for and Enforcement of Assessments.

(a) **Personal Liability.** Each Owner shall be personally liable for all Assessments imposed during the time it owns a Lot.

(b) **Reservation, Subordination, and Enforcement of Assessment Lien.** Declarant hereby reserves for the benefit of itself and the Association, a lien (the "Assessment Lien") against each Lot to secure payment of (1) the Assessments imposed hereunder; (2) the payment of fines imposed under Section 3.3 (c) and Section 9.2 hereof or Section 3.18 of the By-Laws; (3) the cost to remove unauthorized signage under Section 3.4 (9) hereof; (4) the cost to perform a defaulting Owner's obligations under Section 4.3 hereof; (5) the cost to remove any structure or obstruction from the Drainage Easement area under Section 4.4 hereof; and (6) attorneys' fees incurred by the Association in collecting Assessments or other charges added to an Owner's account and to enforce the Declaration. Each Owner, by accepting conveyance of a Lot, shall be deemed to have agreed to pay the Assessments, along with fines, costs for remedial measures and attorneys' fees as herein provided for and to the reservation of the Assessment Lien. The Assessment Lien shall be subordinate to the liens of any valid first lien mortgage or deed of trust encumbering a particular Lot. Sale or transfer of any Lot shall not affect the Assessment Lien. However, the sale or transfer of any Lot pursuant to a first mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall only extinguish the Assessment Lien as to payments, which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability and the Assessment Lien for any Assessments thereafter becoming due. The Assessment Lien may be non-judicially foreclosed by a private power of sale in accordance with the provisions of Section 51.002 of the Texas Property Code (or any successor provision) or may be enforced judicially. Each Owner, by accepting conveyance of a Lot, expressly grants the Association a private power of sale in connection with the foreclosure of the Assessment Lien. The Board is empowered to appoint a trustee, who may be a member of the Board, to exercise the powers of the Association to non-judicially foreclose the Assessments Lien in the manner provided for in Section 51.002 of the Texas Property Code (or any successor statute). The Association,

through duly authorized agents, shall have the power to bid on the Lot at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

(c) **Notices of Delinquency or Payment.** The Association, the Association's attorney or Declarant may file notice of any delinquency in payment of any Assessment in the Records of **TARRANT COUNTY**, Texas. Upon the timely curing of any default for which a notice was recorded by the Association, the Association through its attorney is hereby authorized to file of record a release of such notice upon payment by the defaulting Owner of a fee, to be determined by the Association but not to exceed the actual cost of preparing and filing a release. Upon request of any Owner, any title company on behalf of such Owner or any Owner's mortgagee, the Board, through its agents, may also issue certificates evidencing the status of payments of Assessments as to any particular Lot (i.e., whether they are current or delinquent and if delinquent, the amount thereof). The Association or its Managing Agent may impose a reasonable fee for furnishing such certificates or statements.

(d) **Suit to Recover.** The Association may file suit to recover any unpaid Assessment and, in addition to collecting such Assessment and interest thereon, may also recover all expenses reasonably expended in enforcing such obligation, including reasonable attorneys' fees and court costs.

(e) **Late Charges and Collection Fees.** If any Assessment or any part thereof remains unpaid after thirty (30) calendar days from and after the due date established by the Board, a late charge shall be assessed against the non-paying Owner for each month or any part thereof, that any portion of any Assessment remains unpaid. Should any Assessment be payable in installments, the Association is authorized to accelerate the entire Assessment and demand immediate payment thereof. The late charge shall be in the amount of Twenty-five and No/100 Dollars (\$25.00) per month. The Association's Managing Agent shall be entitled to charge an Owner a monthly collection fee to compensate Managing Agent for its administrative costs and efforts to collect and process the late payment of Assessments. A service charge in the amount of Twenty and No/100 Dollars (\$20.00) shall be charged for each check that is returned because of insufficient funds or any other reason. The amount of late charges and service charges may be adjusted, from time to time, by the Board consistent with any changes in the administrative costs to collect unpaid Assessments or the Association's bank charges. All late charges, collection fees, service charges and attorneys' fees assessed or incurred due to late payment of Assessments shall be charged to an Owner's Assessment account which shall be part of the delinquent Assessment and shall be payable and secured in the same manner as herein provided with regard to Assessments.

(f) **Interest on Past Due Amounts.** All Assessments past due more than thirty (30) days, unpaid fines and other amounts owed to the Association by any Owner which are not paid when due shall bear interest from the date due until paid at the rate of eighteen percent (18%) per annum, but not in excess of the maximum rate allowed by applicable law.

(g) **Suspension of Right to Use Common Area.** In addition to the other powers herein granted, the Board may suspend the right of Owner to use any of the Common Area during the time that such Owner is delinquent in paying any Assessment.

(h) **Intentionally omitted.**

(i) **Working Capital Contributions.** Upon acquisition of record title to a Lot by the first Owner other than Declarant or a Builder, a contribution shall be made by or on behalf of such first Owner to the working capital of the Association in an amount equal to Two Hundred Fifty and No/100 Dollars (\$250.00). This amount is not refundable, shall be in addition to, not in lieu of, the Maintenance Assessment levied on the Lot and shall not be considered an advance payment of any portion thereof. This amount shall be deposited into escrow and disbursed there from to the Association or to the Declarant if the Association is not yet established and shall be used for covering operating and other expenses incurred by the Association pursuant to the terms of this Declaration and the bylaws of the Association.

(j) **Transfer Fees and Fees for Issuance of Resale Certificates.** There will be a charge of One Hundred and No/100 Dollars (\$100.00) to obtain a Resale Certificate. **The Association or its agent shall not be required to issue a Resale Certificate until payment for the cost thereof has been received by the Association or its agent.** Transfer fees and fees for the issuance of a Resale Certificate are not refundable and may not be regarded as a prepayment of or credit against regular or special assessments, and are in addition to the Working Capital Contribution in Section 6.5(i) above.

ARTICLE 7 **COMMON AREA**

Section 7.1 Right to Use Common Areas.

Each Owner, the members of that Owner's immediate family, and the Owner's guests (provided guests are accompanied by an Owner) shall have the right to use the Common Area for its intended purposes as herein provided. The Declarant and the Association shall have the right to enter on and use the Common Areas at all times to exercise their rights or (in the case of the Association) perform its duties hereunder.

Section 7.2 Specific Facilities.

Specific facilities, if any, to be located in the Common Area shall be determined by Declarant. The Declarant and the Board may promulgate reasonable rules and regulations for use of these facilities.

Section 7.3 Maintenance of Common Areas.

The Association shall be solely responsible for all maintenance, repair, replacement, and improvement of the Common Areas, utilizing the Assessments for such purposes as herein provided. Declarant shall have no responsibility for maintenance, repair, replacement, or improvement of the Common Area after initial construction.

Section 7.4 Risk of Loss - Use of Common Areas.

Each Owner shall be individually responsible and assume all risk of loss associated with its use of the Common Area and use by its family members and guests. Neither the Association nor Declarant shall have any liability to any Owner or their family members or guests, or to any other Person, arising out of or in connection with the use, in any manner whatsoever, of the Common Area or any improvements comprising a part thereof from time to time.

Section 7.5 Conveyance of Common Area to Association.

Declarant shall convey the Common Area to the Association, free and clear of any liens, claims or encumbrances, not later than sixty (60) days after Declarant no longer owns a Lot in the Property.

ARTICLE 8
SPECIFIC DECLARANT RIGHTS

Section 8.1 Rights to Annex.

Declarant may annex additional property to become a portion of the Property and thereafter be subject to the terms, provisions and conditions of these Covenants, provided that so long as the Class B membership provided for in Section 5.2(b) exists, any such annexation by Declarant may require the prior approval of HUD or VA. Declarant may exercise such right by recording a supplement to this Declaration in the Records of TARRANT COUNTY, Texas subjecting such additional property to the terms and conditions hereof. No further action or approval shall be required or necessary for the Declarant to annex additional properties into the Property for the purpose of subjecting it to the Covenants. Any document subjecting additional property to the Declaration may also impose additional restrictions not found in this Declaration upon such additional property. Upon the annexation and platting of any additional property as herein provided, each lot described therein shall become a "Lot" for all purposes hereunder.

Section 8.2 No Duty to Annex.

Nothing herein contained shall establish any duty or obligation on the part of Declarant or any member to annex any property to this Declaration and no owner of the property excluded from this Declaration shall have any right to have such property annexed thereto.

Section 8.3 Effect of Annexation on Class B Membership.

In determining the number of Lots owned by Declarant for the purpose of Class B membership status according to Section 5.2 hereof, the total number of Lots covered by this Declaration, including all Lots annexed thereto, shall be considered. If Class B membership has previously lapsed but annexation of additional property restores the ratio of Lots owned by Declarant to the number required by Class B membership, such Class B membership shall be reinstated until it expires pursuant to the terms of Section 5.2.

Section 8.4 Specific Declarant Rights to Amend Declaration.

Declarant, without joinder of the Board, the Association, or the other Owners may amend this Declaration to correct any errors or to cause the Declaration to be in compliance with any governmental requirement (including any requirements imposed by the Federal Housing Administration, the Veterans Administration, the Department of Housing and Urban Affairs, the Federal Home Loan Mortgage Corporation, or the Government National Mortgage Association).

Section 8.5 Easement/Access Right.

Declarant reserves a general easement over all Streets, roads, rights of way, alleys and utility, maintenance, landscaping, wall and other easements in the Property and over the balance of the Common Area for access for the purpose of finishing development of the Property as a subdivision and as otherwise reasonably necessary to effect Declarant's rights hereunder. Such easements and rights shall expire at such time that Declarant no longer owns a Lot.

Section 8.6 Assignment of Declarant Rights.

Declarant may assign its rights to a successor Declarant hereunder by execution of a written document, recorded in Records of TARRANT COUNTY, Texas specifically stating that Declarant has assigned its rights as such to a designated assignee and declaring such assignee to be the new "Declarant" hereunder.

Section 8.7 Declarant's Right to Install Improvements in Setback and Other Areas.

Declarant, in connection with development of the Property and construction of homes thereon, reserves the right but shall have no obligation to install or construct walls, fences, irrigation systems and other improvements in the setback areas (being the area on, along and/or between the boundary line of a Lot and the building or setback lines applicable to such Lot). If Declarant exercises such right in a setback area, then such wall, fence, irrigation system, or other improvement shall be the property of the Owner(s) of the Lot(s) upon which or adjacent to these are located, and such Owner(s) shall maintain and repair any such improvement unless Declarant or the Association, by and through the Board, shall advise the Owner(s) in writing of its intent to assume such maintenance and repair obligations. If Declarant exercises such right in the above-described non-setback areas, then such wall, fence, irrigation system, or other improvement shall be the property of the Association. So long as it owns any Lot, Declarant shall have the right, but not the obligation, to maintain and repair any such non-setback area improvements; otherwise, the Association shall assume the maintenance and repair or it may abandon such improvements at its discretion. If any

governmental agency requires the maintenance, repair, or removal of any such non-setback area improvements, the Association shall assume such responsibility at its expense. If the Association so abandons such non-setback area improvements or is properly dissolved, then the Owner(s) of the Lot(s) on or adjacent to which such improvements are located shall assume maintenance and repair at its expense.

Section 8.8 Replatting or Modification of Plat.

From time to time, Declarant reserves the right to replat the Property or to amend or modify the Plat in order to assure a harmonious and orderly development of the Property as herein provided.

Declarant may exercise such rights so long as it owns any Lot and no joinder of any other Owner shall be required to give effect to such rights, each Owner consenting to Declarant's execution of any replat on such Owner's behalf. However, any such replatting or amendment of the Plat shall be with the purpose of efficiently and economically developing the Property for the purposes herein provided or for compliance with any applicable governmental regulation. Declarant's rights under this Section 8.8 shall expire at such time Declarant no longer owns a Lot.

Section 8.9 Limitation of Declarant Liability.

The Declarant shall not be responsible or liable for any deficit in the Association's funds. Declarant may, but is under no obligation to, subsidize any liabilities incurred by the Association and the Declarant may, but is not obligated to, lend funds to the Association to enable it to defray its expenses, provided the terms of such loans are on reasonable market conditions at the time.

Section 8.10 Termination of Declarant's Responsibilities.

In consideration of Declarant's deficit funding of the Association, if any, upon the occurrence of any of the following events: (i) conversion of Declarant's Class B membership status to Class A membership status; (ii) completion of any facilities in the Common Area by Declarant; or (iii) assignment of Declarant's rights hereunder pursuant to Section 8.6, then and in such event Declarant shall be fully released, relieved and forever discharged from any further duty or obligation to the Association or any of its members as Declarant by reason of the terms and conditions of this Declaration including any amendments thereof or supplements thereto, save and except the duties and obligations, if any, of Declarant as a Class A member by reason of Declarant's continued ownership of one or more Lots, but not otherwise. Further, and without regard to whether or not Declarant has been released from obligations and duties to the Association, so long as Declarant holds record title to at least one (1) Lot and holds same for sale in the ordinary course of business, neither the Association nor its Board, nor any member of the Association shall take any action that will impair or adversely affect the rights of the Declarant or cause the Declarant to suffer any financial, legal or other detriment, including but not limited to, any direct or indirect interference with the sale of Lots. In the event there is a breach of this Section, it is acknowledged that any monetary award, which may be available, would be an insufficient remedy and in addition to all other remedies, the Declarant shall be entitled to injunctive relief restraining the Association, its Board or any member of the Association from further breach of this Section.

ARTICLE 9
MISCELLANEOUS PROVISIONS

Section 9.1 Terms and Renewal.

These Covenants shall commence on the date hereof and shall continue in effect for a period of thirty (30) years. Thereafter these Covenants shall automatically renew for subsequent periods of ten (10) years each unless Owners owning at least ninety percent (90%) of the Lots elect to terminate these Covenants by written instrument recorded in the Records of **TARRANT COUNTY**, Texas.

Section 9.2 Enforcement.

The terms, provisions and conditions of this Declaration and any Design Guidelines shall be enforceable by Declarant, the ACC, the Association, and each Owner. **The Board shall have the power and authority to impose reasonable fines (which shall not exceed \$500.00 per day for each separate violation) for violation of this Declaration, any Design Guidelines or any rule or regulation of the Association, which shall constitute a lien upon the Lot of the violating Owner as provided in the Declaration, and to suspend the Owner's right to vote or any Person's right to use of the Common Area.** Each day the violation continues to exist shall constitute a separate violation. If any occupant, guest, or invitee of a Lot violates the Declaration, any Design Guidelines or a rule or regulation of the Association and a fine is imposed, the fine shall first be assessed against such occupant, guest, or invitee; provided, however, if such occupant, guest, or invitee does not pay the fine within thirty (30) days after written demand for payment from the Association, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, any Design Guidelines or any rule or regulation of the Association shall not operate as a waiver of the right of the Board to do so thereafter.

Section 9.3 General Easement for Encroachments, Access, Maintenance and Utilities.

Each Owner grants to the Association, the Board, the Declarant and the other Owners a general easement for the maintenance of any minor encroachments of Common Area facilities over adjoining Lots and for access to and from each Owner's Lot through driveways, rights of way and easements as reflected on the Plat for the purpose of giving effect to the provisions of these Covenants.

Section 9.4 Amendment of Declaration.

These Covenants may be amended by Declarant as provided in Section 8.4. In addition, the Declaration may be amended at any time and in any respect with the approval of Owners owning at least sixty-seven percent (67%) of the Lots; provided, however, that no such amendment shall be effective unless joined in by Declarant until such time as Declarant no longer owns a Lot. In addition, so long as the Class B membership provided for in Section 5.2(b) exists, any amendment of these Covenants may, at Declarant's discretion, require the prior approval of HUD or VA.

Section 9.5 Authorized Government Authority Provisions.

All construction within the Property shall also comply with all applicable governmental agency ordinances and regulations. If any ordinance or regulation imposed by the Governmental Agency imposes more demanding, extensive or restrictive requirements than those set forth in this Declaration, such requirements shall govern. No ordinance or regulations adopted by the Agency shall lessen the requirements set forth in these Covenants.

Section 9.6 HUD/VA Approval.

Should any approval from HUD or VA be required under the terms of this Declaration, Declarant shall forward such request for approval to HUD and/or VA. If neither HUD nor VA notify Declarant of any objection to the request for approval within **twenty (20)** days of the date such request for approval was forwarded to HUD or VA, then such approval shall be deemed to have been granted.

Section 9.7 Notices.

Any notice required to be given to any Owner under the terms of this Declaration shall be deemed to have been properly delivered when deposited with the United States Postal Service, postage prepaid, properly addressed to the addressee. Each Lot Owner's address for purpose of notice hereunder shall be deemed to be the Residence located on its Lot.

Section 9.8 Indemnifications.

Neither the Declarant, including any of its officers, directors, employees or agents, nor any officer, director or agent of the Association, nor any member of the ACC shall be liable to any Person, Owner or any person claiming by or through any Owner or otherwise for any act or omission in the performance of the duties of such Declarant or officer, director or agent of the Association, or member of the ACC except only if such act or omission should be judicially declared to constitute fraud or intentional willful misconduct. The Association shall and does hereby agree to indemnify the Declarant, including any of its officers, directors, agents or employees, the officers, directors and agents of the Association, and the members of the ACC against all claims, demands, actions and proceedings and all expenses in connection therewith arising from the good faith exercise of their duties pursuant to this Declaration.

Section 9.9 Severability.

If any of the terms hereof shall be invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of these Covenants, which shall be in full force and effect.

Section 9.10 Acceptance by Owners of Rights and Obligations.

By the recording of a deed or other conveyance transferring all or part of an interest in a Lot subject to this Declaration, the person or entity to whom such Lot or interest is conveyed shall be

deemed to accept and agree to be bound by and subject to all the provisions of the Declaration, any Design Guidelines, the articles and bylaws of the Association, including any rules or regulations adopted or promulgated by the Association, whether or not mention thereof is made in said deed.

Section 9.11 Disclosure by Declarant.

Attached hereto as Exhibit F are summaries of certain disclosures made in various forms to all purchasers of a Residence from Declarant, who, having made such disclosures to such purchasers of a Residence and having attached such summaries to this Declaration, shall be deemed to have fully made such disclosures to any Person acquiring title to any Lot and is hereby fully released and forever discharged by any Owner of a Lot from any further duty or obligation to make such disclosures.

Section 9.12 Arbitration of Disputes Involving Declarant.

(a) ANY AND ALL DISPUTES ARISING HEREUNDER BETWEEN AN OWNER AND DECLARANT, SHALL BE SUBMITTED TO BINDING ARBITRATION AND NOT TO A COURT FOR DETERMINATION. ARBITRATION SHALL COMMENCE AFTER WRITTEN NOTICE IS GIVEN FROM EITHER PARTY TO THE OTHER; SUCH ARBITRATION SHALL BE ACCOMPLISHED EXPEDITIOUSLY IN DALLAS COUNTY AND SHALL BE CONDUCTED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE ARBITRATION SHALL BE CONDUCTED BY THREE (3) ARBITRATORS, ONE OF WHOM SHALL BE APPOINTED BY THE OWNER AND ONE OF WHOM SHALL BE APPOINTED BY DECLARANT. THE THIRD ARBITRATOR SHALL BE APPOINTED BY THE FIRST TWO ARBITRATORS. THE ARBITRATORS SHALL BE SELECTED FROM A LIST OF ARBITRATORS SUBMITTED BY THE AAA. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION SHALL NOT COMMENCE UNTIL THE PARTY REQUESTING IT HAS DEPOSITED ONE THOUSAND FIVE HUNDRED AND NO/100 U. S. DOLLARS (\$1,500.00) WITH THE ARBITRATORS AS A RETAINER FOR THE ARBITRATORS' FEES AND COSTS. THE PARTY REQUESTING ARBITRATION SHALL ADVANCE SUCH SUMS AS ARE REQUIRED FROM TIME TO TIME BY THE ARBITRATORS TO PAY THE ARBITRATORS' FEES AND COSTS, UNTIL THE PREVAILING PARTY IS DETERMINED OR THE PARTIES HAVE AGREED IN WRITING TO AN ALTERNATIVE ALLOCATION OF FEES AND COSTS. EACH PARTY SHALL PAY HIS/HER OWN LEGAL FEES AND COSTS AND ANY OTHER FEES INCURRED IN CONNECTION WITH AN ARBITRATION PROCEEDING WHICH ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT PROVIDED, HOWEVER, THAT THE ARBITRATION PANEL SHALL AWARD THE ARBITRATORS' FEES AND COSTS TO THE PREVAILING PARTY IN ITS ARBITRATION JUDGMENT.

(b) **Other Dispute Resolutions.** Notwithstanding Declarant's and Owner's intent to submit any controversy or claim arising out of or relating to this Declaration to

arbitration, in the event that a court of competent jurisdiction shall determine or a relevant law shall provide that a particular dispute is not subject to the arbitration provisions in this Section, then the parties agree to the following provisions:

(c) **Waiver of Trial by Jury.** EACH OWNER ACKNOWLEDGES THAT THIS DECLARATION IS A SOPHISTICATED LEGAL DOCUMENT. ACCORDINGLY, JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DECLARATION ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. EACH OWNER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSSCLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS DECLARATION, ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY.

Unofficial Copy

Executed by Declarant as of the date set forth above.

579 Kimball, LLC,
a Texas limited liability company

By: Mehrdad Moayedi
Mehrdad Moayedi, Manager

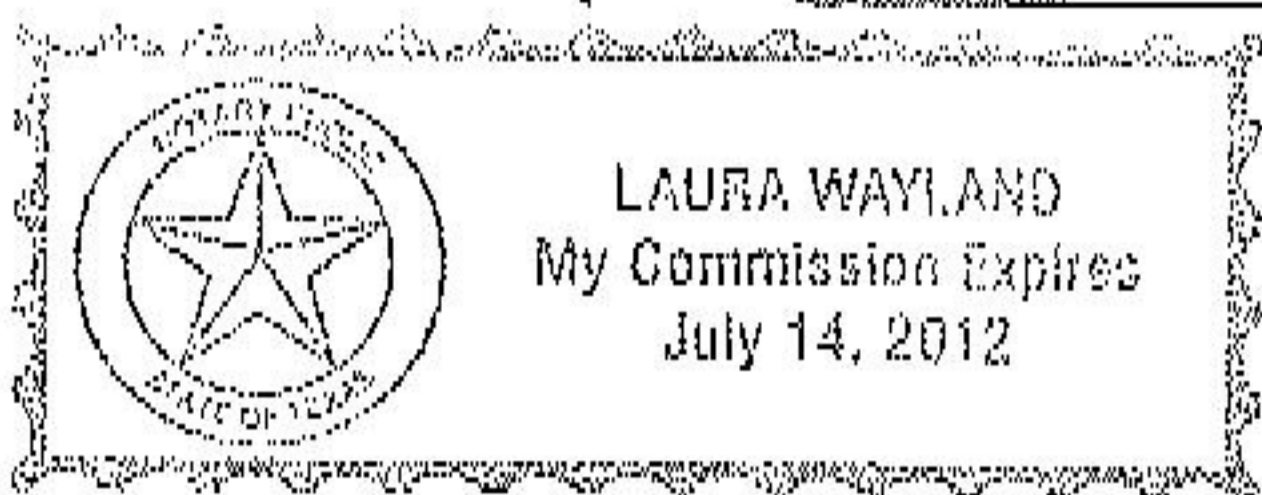
STATE OF TEXAS §
COUNTY OF TARRANT §
Dallas

BEFORE ME, the undersigned authority, on this day personally appeared Mehrdad Moayedi, Manager of 579 Kimball, LLC, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of March, 2012.

Laura Wayland
Notary Public, State of Texas

My Commission Expires: _____

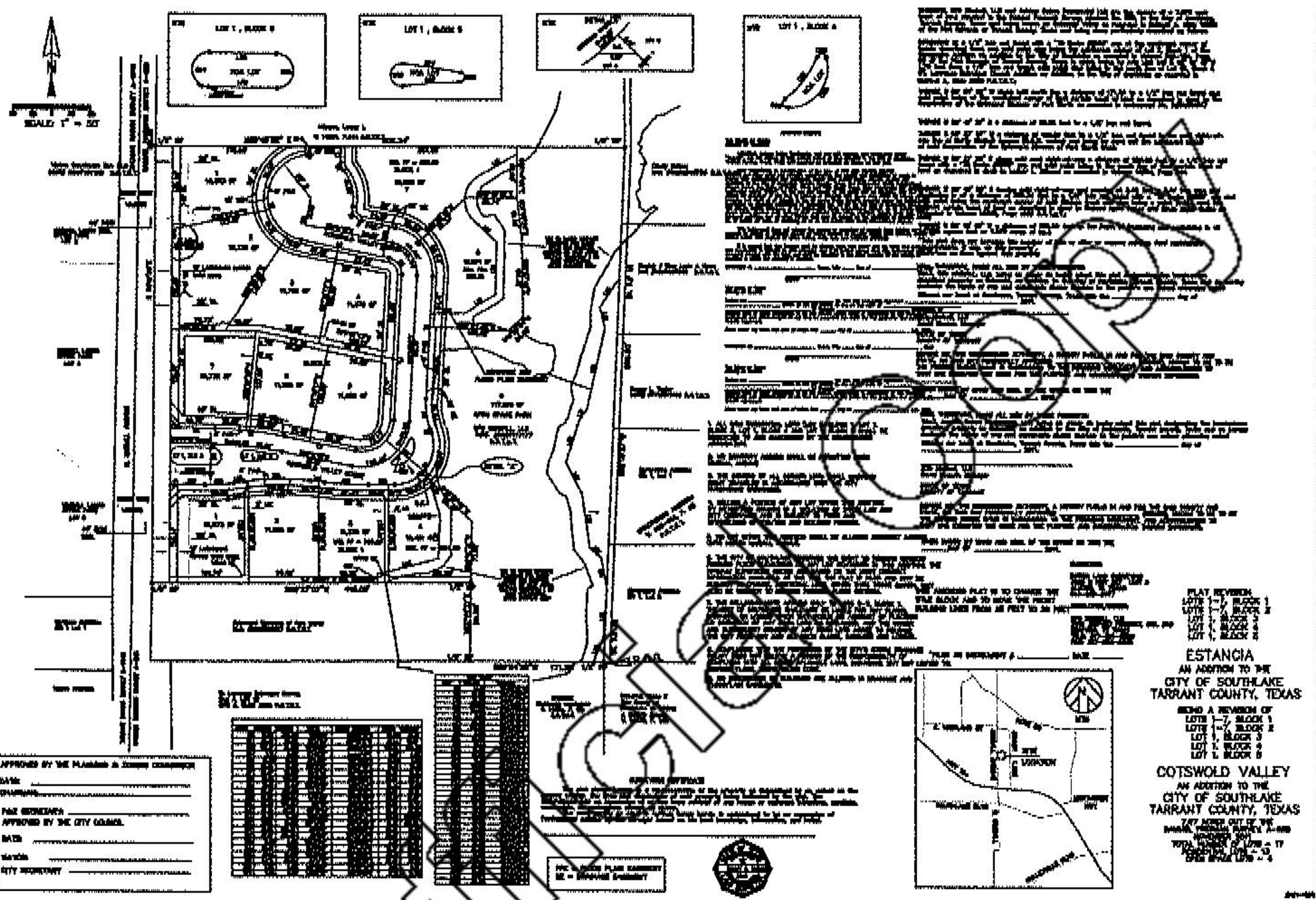


Unofficial COPY

EXHIBIT A

PLAT OF PROPERTY

Unofficial Copy



APPROVED BY THE PLANNING & ZONING COMMISSION

DATE: _____

CHAIRMAN: _____

FOR RECORDATION APPROVED BY THE CITY COUNCIL

DATE: _____

CITY SECRETARY: _____

LOT 1, BLOCK 9	LOT 1, BLOCK 8	LOT 1, BLOCK 7	LOT 1, BLOCK 6
LOT 1, BLOCK 5	LOT 1, BLOCK 4	LOT 1, BLOCK 3	LOT 1, BLOCK 2
LOT 1, BLOCK 1	LOT 1, BLOCK 1	LOT 1, BLOCK 1	LOT 1, BLOCK 1

THE PLANNING & ZONING COMMISSION

IS - RECORDATION

ESTANCIA
AN ADDITION TO THE
CITY OF SOUTHLAKE
TARRANT COUNTY, TEXAS

BENDS A REVISION OF
LOTS 1-7, BLOCK 2
LOT 1, BLOCK 3
LOT 1, BLOCK 4
LOT 1, BLOCK 5

COTSWOLD VALLEY
AN ADDITION TO THE
CITY OF SOUTHLAKE
TARRANT COUNTY, TEXAS

747 ACRES OUT OF THE
BANK OF SOUTHLAKE, TEXAS
TOTAL NUMBER OF LOTS - 17
TOTAL NUMBER OF BLOCKS - 3

EXHIBIT B

Articles of Incorporation

Unofficial Copy

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

COTSWOLD VALLEY HOA, INC.
File Number: 801031529

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 09/22/2008

Effective: 09/22/2008



Hope Andrade
Secretary of State

Come visit us on the internet at <http://www.sos.state.tx.us/>

Phone: (512) 463-5555
Prepared by: Lynda Boots

Fax: (512) 463-5709
TID: 10306

Dial: 7-1-1 for Relay Services
Document: 230374280002

CERTIFICATE OF FORMATION
OF

FILED
In the Office of the
Secretary of State of Texas
SEP 22 2008

COTSWOLD VALLEY HOA, INC. Corporations Section
(A Non-Profit Corporation)

ARTICLE ONE

The name of the filing entity being formed is COTSWOLD VALLEY HOA, INC. (the "Corporation").

ARTICLE TWO

The filing entity being formed is a non-profit corporation.

ARTICLE THREE

The Corporation is formed exclusively for any lawful purpose or purposes not expressly prohibited under Chapters 2 or 22 of the Texas Business Organizations Code, including any purpose described by section 2.002 of the Code.

ARTICLE FOUR

The street address of the Corporation's initial Registered Office, and the name of its initial Registered Agent at this address, are as follows:

Milla R. Rahmani
3901 Airport Freeway, Suite 210
Bedford, Texas 76021

ARTICLE FIVE

The Corporation will have members. The initial Board of Directors shall consist of three directors. The names and addresses of the persons who will serve as initial directors are:

Mehrdad Moayedi
3901 Airport Freeway, Suite 200
Bedford, Texas 76021

David Keener
3901 Airport Freeway, Suite 200
Bedford, Texas 76021

Brad Biber
3901 Airport Freeway, Suite 200
Bedford, Texas 76021

ARTICLE SIX

The undersigned Organizer hereby disclaims any past or future interests in or control of COTSWOLD VALLEY HOA, INC. and resigns as the Organizer effective upon the formation of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this twenty-second day of September, 2008.

Sharon M. Leal

Sharon M. Leal, Organizer
408 W. 17th Street, Suite 101
Austin, Texas 78701-1207
(512) 474-2002

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Hope Andrade
Secretary of State

Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

Estancia at Southlake HOA, Inc.
801031529

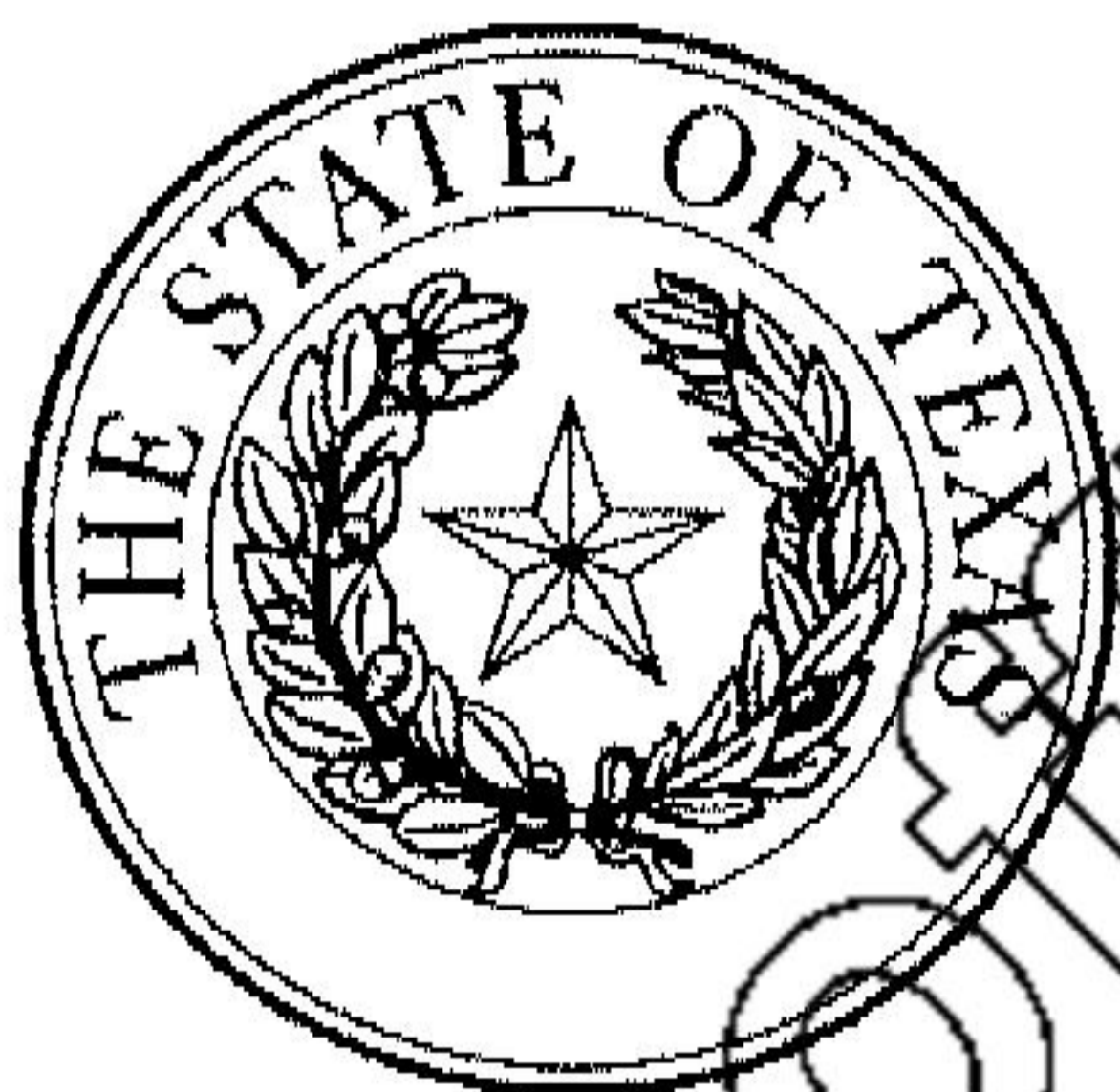
[formerly: COTSWOLD VALLEY HOA, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 02/20/2012

Effective: 02/20/2012



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State

Phone: (512) 463-5555
Prepared by: Delores Eitt

Come visit us on the internet at <http://www.sos.state.tx.us/>
Fax: (512) 463-5709
TID: 10303

Dial: 7-1-1 for Relay Services
Document: 409353040002

EXHIBIT C

BYLAWS

Unofficial Copy

BYLAWS
OF
COTSWOLD VALLEY HOA, INC.

ARTICLE I

OFFICES

Principal Office

1.01. The principal office of the Corporation in the State of Texas shall be located at 3901 Airport Freeway, Suite 200, Texas 76021. The Corporation may have such officers, either within or without the State of Texas, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

Registered Office and Registered Agent

1.02. The Corporation shall have and continuously maintain in the State of Texas a registered office, and a registered agent whose office is identical with such registered office, as required by the Texas Non-Profit Corporation Act. The registered office may be, but need not be, identical with the principal office of the Corporation in the State of Texas, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2

BOARD OF DIRECTORS

General Powers

2.01. The affairs of the Corporation shall be managed by its Board of Directors. Directors need not be residents of Texas.

Number, Election, Tenure and Qualification

2.02. The number of Directors shall be fixed by the Board of Directors. The number of Directors shall be at least three (3). Each Director shall hold office until the next regular annual meeting and thereafter until his or her successor shall have been elected and qualified, or until his or her earlier death, resignation or removal.

Regular Meetings

2.03. A regular annual meeting of the Board of Directors shall be held without notice other than as provided herein. The Board of Directors may provide by resolution the time and place, either within or without the State of Texas, for the holding of additional regular meetings of the Board without notice other than such resolution.

Special Meetings

2.04. Special meetings of the Board of Directors may be called by or at the request of the President. A special meeting of the Board of Directors shall be called by the Secretary whenever requested in writing by a majority of the Directors.

Notice

2.05. Notice of any special meeting of the Board of Directors shall be given at least three (3) days prior thereto by written notice delivered personally or sent by mail or telegram to each Director at his or her address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered two (2) days after deposited in the United States mail so addressed with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting in writing. All such written waivers shall be filed with the minutes of such meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

Quorum

2.06. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any regular or special meeting of the Board; but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Manner of Acting

2.07. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Vacancies

2.08. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors, shall be filled by the Board of Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office, or until his or her successor qualifies, or until his or her earlier death, resignation or removal.

Powers

2.09. No Director, officer or employee of this Corporation shall have the power to incur any indebtedness on behalf of the Corporation in excess of One Thousand Dollars (\$1,000.00) unless he or she has obtained advance authorization to do so by the Board of Directors.

Informal Action by Directors

2.10. Any action required by law to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors.

ARTICLE 3

OFFICERS

Officers

3.01. The officers of the Corporation shall be a President, a Vice President, a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including additional Vice Presidents, one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Election and Term of Office

3.02. The officers of the Corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as possible. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

Removal

3.03. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Vacancies

3.04. A vacancy in any office because of death, resignation, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

President

3.05. The President shall be the principal executive officer of the Corporation and shall in general supervise and control all of the business and affairs of the Corporation. He or she shall preside at all regular and special meetings of the Board of Directors. The President may sign, without joinder of the Secretary or any other officer of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the Corporation; and in general he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Vice President

3.06. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President (or in the event there be more than one Vice President, the Vice Presidents in order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President may sign, without joinder of the Secretary or any other officer of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws or by statute to some other officer or agent of the Corporation. Any Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or Board of Directors.

Treasurer

3.07. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies, or other depositories as shall be selected in

accordance with the provisions of Article 6 of these bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Treasurer shall make a written report of the finances of the Corporation at each regular meeting of the Directors, and at such other time as the Directors shall require.

Secretary

3.08. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; give all notices in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records; and, in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Assistant Treasurers and Assistant Secretaries

3.09. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries in general shall perform such duties as shall be assigned to them by the Treasurer or the Secretary or by the President or the Board of Directors.

ARTICLE 4

COMMITTEES

Committees of Directors

4.01. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate and appoint one or more committees, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation. However, no such committee shall have the authority of the Board of Directors in reference to amending, altering, or repealing the bylaws; electing, appointing, or removing any member of any such committee or any Director or officer of the Corporation; amending the articles of incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering, or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility

imposed on it or him or her by law. Committees shall at all times remain subject to the control and supervision of the Board of Directors.

Other Committees

4.02. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be appointed by the President of the Corporation. Any members thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

Term of Office

4.03. Each member of a committee shall continue as such until the next annual meeting of the Directors of the Corporation and until his or her successor is appointed, unless the Committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

4.04. One member of each committee shall be appointed chairman by the person or persons authorized to appoint the members thereof.

Vacancies

4.05. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Quorum

4.06. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Rules

4.07. Each committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board of Directors.

ARTICLE 5

MEMBERS

5.01. The Corporation shall have members. The qualifications for members and the rights and obligations of members, including voting rights and obligations to pay assessments of the Corporation, are set forth in those certain Covenants, Conditions and Restrictions as amended, the terms and provisions of which are incorporated herein by reference for all purposes.

ARTICLE 6

CONTRACTS, CHECKS, DEPOSITS

Contracts

FUNDS

6.01. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation. such authority may be general or confined to specific instances.

Checks and Drafts

6.02. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments, all be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Corporation.

Deposits

6.03. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

Gifts

6.04. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE 7

INDEMNIFICATION

Persons

7.01. The Corporation shall indemnify to the extent provided in Sections 7.02, 7.03 or 7.04 of this Article:

- (1) Any person who is or was a Director, officer, agent or employee of the Corporation; and
- (2) Any person who serves or served at the Corporation's request as a Director, officer, agent, employee, partner or trustee or another corporation, or of a partnership, joint venture, trust or other enterprise.

Extent in Derivative Suits

7.02. In case of a suit by or in the right of the Corporation against a person named in Section 7.01 by right of his or her holding a position named in Section 7.01, the Corporation shall indemnify him, if he or she satisfies the standard in Section 7.03, for expenses (including attorneys fees, but excluding amounts paid in settlement) actually and reasonably incurred by him or her in connection with the defense or settlement of the suit.

Standard in Derivative Suits

7.03. In case of a suit by or in the right of the Corporation, a person named in Section 7.01 shall be indemnified only if:

- (1) He or she is successful on the merits or otherwise, or
- (2) He or she acted in good faith in the transaction which is the subject of the suit, and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation. However, he or she shall not be indemnified in respect of any claim, issue or matter as to which he or she has been judged liable for gross negligence or willful misconduct in the performance of his or her duty to the corporation unless (and only to the extent that) the court in which the suit was brought shall determine, upon application that despite the adjudication, but in view of all the circumstances, he or she is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper or if the person is found liable on the basis that personal benefit was improperly received by him or her.

Extent in Non-Derivative Suits

7.04. In case of a suit, action or proceeding (whether civil, criminal, administrative or investigative), other than a suit by or in the right of the Corporation, together hereafter referred to as a non-derivative suit, against a person named in Section 7.01 by reason of his or her holding a position named in Section 7.01, the Corporation shall indemnify him or her, if he or

she satisfies the standard in Section 7.05, for amounts actually and reasonably incurred by him or her in connection with the defense or settlement of a non-derivative suit as:

- (1) Expenses (including attorneys fees);
- (2) Amounts paid in settlement;
- (3) Judgments; and
- (4) Fines.

Standard in Non-Derivative Suits

7.05. In case of a non-derivative suit, a person named in Section 7.01 shall be indemnified only if:

- (1) He or she is successful on the merits or otherwise; or
- (2) He or she acted in good faith in the transaction which is the subject of the non-derivative suit, and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Corporation. However, he or she shall not be indemnified in respect of any claim, issue or matter as to which he or she has been adjudged liable for gross negligence or willful misconduct in the performance of his or her duty to the Corporation unless (and only to the extent that) the court in which the suit was brought shall determine, upon application, that despite the adjudication, but in view of all the circumstances, he or she is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper or if the person is found liable on the basis that personal benefit was improperly received by him or her.

Determination That Standard Has Been Met

7.06. A determination that the standard of Section 7.03 or Section 7.05 has been satisfied may be made by a court, or, except as stated in Section 7.05(2), the determination may be made by:

- (1) a majority of the Directors of the Corporation (whether or not a quorum) who were not parties to the action, suit or proceeding; or
- (2) independent legal counsel in a written opinion.

Proration

7.07. Anyone making a determination under Section 7.06 may determine that a person has met the standard as to some matters but not as to others, and may reasonably prorate amounts to be indemnified.

Advance Payment

7.08. The Corporation may pay in advance any expenses (including attorneys' fees) which may become subject to indemnification under Sections 7.01 through 7.07, if:

- (1) the Board of Directors authorizes the specific payment; and
- (2) the person receiving the payment undertakes in writing to repay unless it is ultimately determined that he or she is entitled to indemnification by the Corporation under Section 6.01 through Section 7.07.

Non-Exclusive

7.09. The indemnification provided by Sections 7.01 through 7.07 shall not be exclusive of any other rights to which a person may be entitled by law, bylaw, agreement or disinterested directors, or otherwise.

Continuation

7.10. The indemnification and advance payment provided by Sections 7.01 through 7.08 shall continue as to a person who has ceased to hold a position named in Section 7.01 and shall inure to his or her heirs, executors and administrators.

Insurance

7.11. The Corporation may purchase and maintain insurance on behalf of any person who holds or who has held any position named in Section 7.01 against any liability incurred by him or her in any such position, or arising out of his or her status as such, whether or not the Corporation would have power to indemnify him or her against such liability under Sections 7.01 through 7.08.

Reports

7.12. Indemnification payments, advance payments and insurance payments made under Sections 7.01 through 7.11 shall be reported in writing to the Board of Directors with the next notice of annual meeting, or within six months, whichever is sooner.

Private Foundation Exception

7.13. Notwithstanding anything to the contrary contained in these Bylaws, if the Corporation is ever determined to be a private foundation, as defined in Section 509 of the Internal Revenue Code of 1986, (the "Code"), any indemnification provided for by this Article VI, and any insurance premiums paid on account of such indemnification provisions, shall be limited to the payment or reimbursement of expenses (other than taxes, penalties, or expenses of correction) including attorneys fees, incurred with respect to the defense of a judicial or administrative proceeding involving Chapter 42 of the Code or state laws relating to the mismanagement of funds of charitable organizations, if:

- (i) Such expenses are reasonably incurred in connection with proceeding;
- (ii) The defense is successful, or such proceeding is terminated by settlement, and the act or failure to act which led to the liability for tax under Chapter 42 was neither willful nor without reasonable cause; and
- (iii) The expenses are incurred by or on behalf of an officer or Director of the Corporation, or any person having powers or responsibilities similar to those of officers or directors, and with respect to any act or failure to act, the employees of the Corporation having authority or responsibility with respect to such act or failure to act.

ARTICLE 8

BOOKS AND RECORDS

8.01. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors, and committees having any of the authority of the Board of Directors.

ARTICLE 9

FISCAL YEAR

9.01. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE 10

WAIVER OF NOTICE

10.01. Whenever any notice is required to be given under the provisions of the Texas Non-Profit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 11

AMENDMENTS TO BYLAWS

11.01. These bylaws may be altered or amended in whole or in part, or repealed and new bylaws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, if at least seven (7) days written notice is given of an intention to alter, amend, or repeal these bylaws or to adopt new bylaws at such meeting, and such notice contains a statement of the nature of the proposed amendment(s).

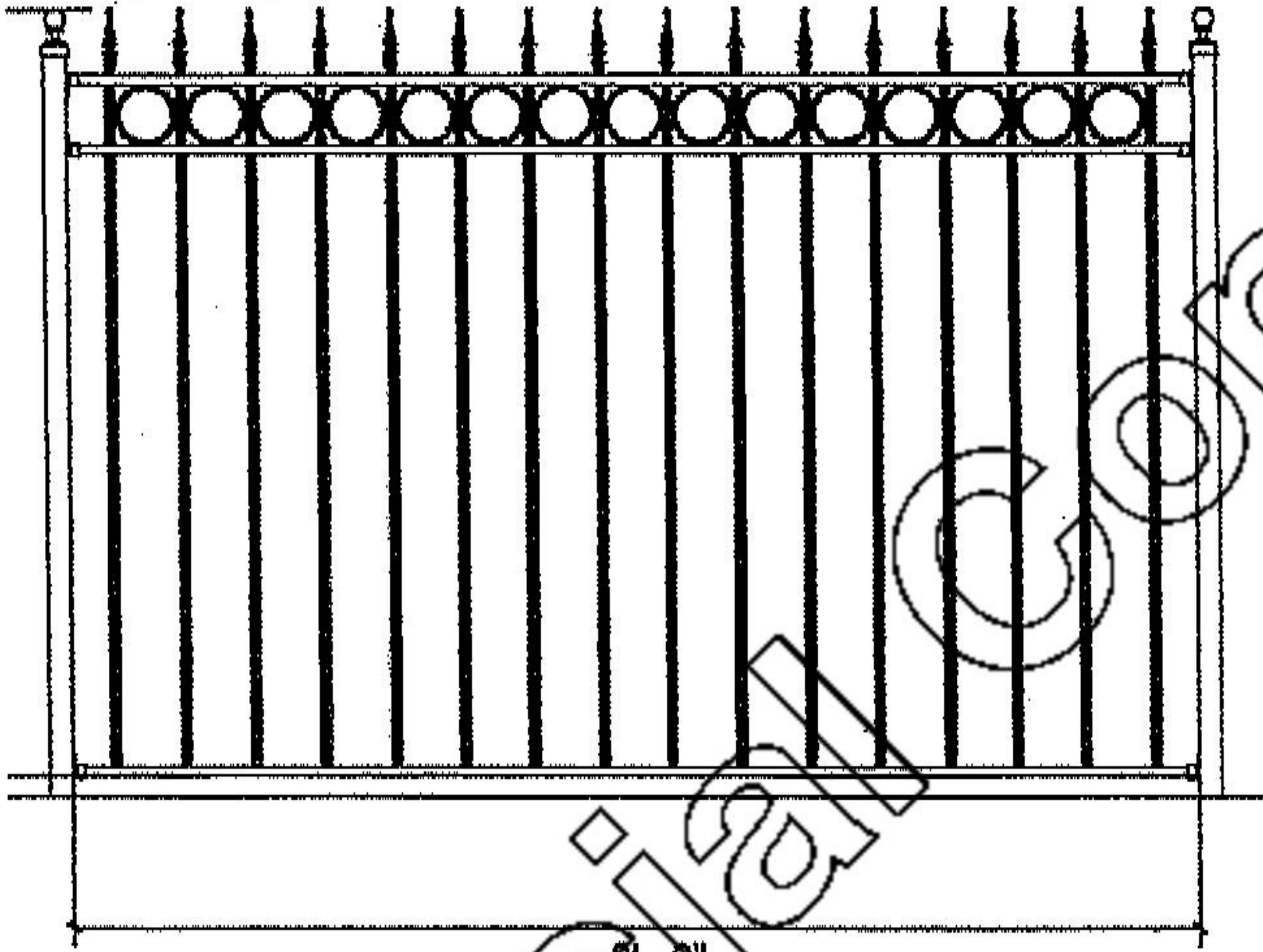
The undersigned, as Secretary of the Corporation, does hereby certify that the foregoing are the Bylaws of the Corporation as approved and adopted by unanimous consent of the Directors as of the 30th day of October, 2008.

By: [Signature]
Name: DAVID KEENE
Title: Manager / Director

Unofficial Copy

EXHIBIT D

Fencing Exhibit



Unofficial Copy

EXHIBIT D (cont'd)

DESIGN GUIDELINES

PART ONE: EXTERIOR ELEMENTS

SECTION 1.1 FLAGS AND FLAGPOLES

- 1.1.1 The only flags which may be displayed are: (i) the flag of the United States of America; (ii) the flag of the State of Texas; and (iii) an official or replica flag of any branch of the United States armed forces. No other types of flags, pennants, banners, kits or similar types of displays are permitted on a Lot if the display is visible from a street or Common Area.
- 1.1.2 The flag of the United States must be displayed in accordance with 4 U.S.C. Sections 5-10.
- 1.1.3 The flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code.
- 1.1.4 Any freestanding flagpole, or flagpole attached to a dwelling, shall be constructed of permanent, long-lasting materials. The materials used for the flagpole shall be harmonious with the dwelling, and must have a silver finish with a gold or silver ball at the top. The flagpole must not exceed three (3) inches in diameter.
- 1.1.5 The display of a flag, or the location and construction of the supporting flagpole, shall comply with applicable zoning ordinances, easements, and setbacks of record.
- 1.1.6 A displayed flag, and the flagpole on which it is flown, shall be maintained in good condition at all times. Any flag that is deteriorated must be replaced or removed. Any flagpole that is structurally unsafe or deteriorated shall be repaired, replaced, or removed.
- 1.1.7 Only one flagpole will be allowed per Lot. A flagpole can either be securely attached to the face of the dwelling (no other structure) or be a freestanding flagpole. A flagpole attached to the dwelling may not exceed 4 feet in length. A freestanding flagpole may not exceed 20 feet in height. Any freestanding flagpole must be located in either the front yard or backyard of a Lot, and there must be a distance of at least 5 feet between the flagpole and the property line.
- 1.1.8 Any flag flown or displayed on a freestanding flagpole may be no smaller than 3'x5' and no larger than 4'x6'.
- 1.1.9 Any flag flown or displayed on a flagpole attached to the dwelling may be no

larger than 3'x5'.

- 1.1.10 Any freestanding flagpole must be equipped to minimize halyard noise. The preferred method is through the use of an internal halyard system. Alternatively, swivel snap hooks must be covered or "Quiet Halyard" Flag snaps installed. Neighbor complaints of noisy halyards are a basis to have flagpole removed until Owner resolves the noise complaint.
- 1.1.11 The illumination of a flag is allowed so long as it does not create a disturbance to other residents in the community. Solar powered, pole mounted light fixtures are preferred as opposed to ground mounted light fixtures. Compliance with all municipal requirements for electrical ground mounted installations must be certified by Owner. Flag illumination may not shine into another dwelling. Neighbor complaints regarding flag illumination are a basis to prohibit further illumination until Owner resolves complaint.
- 1.1.12 Flagpoles shall not be installed in Common Area or property maintained by Frisco Hills.
- 1.1.13 All freestanding flagpole installations must receive prior written approval from the Reviewer.

SECTION 1.2 RAIN BARRELS OR RAINWATER HARVESTING SYSTEMS

- 1.2.1 Rain barrels or rain water harvesting systems and related system components (collectively, "Rain Barrels") may only be installed after receiving the written approval of the Reviewer.
- 1.2.2 Rain Barrels may not be installed upon or within common area of Frisco Hills.
- 1.2.3 Under no circumstances shall Rain Barrels be installed or located in or on any area within a Lot that is in-between the front of the property owner's home and an adjoining or adjacent street.
- 1.2.4 The rain barrel must be of color that is consistent with the color scheme of the property owner's home and may not contain or display any language or other content that is not typically displayed on such Rain Barrels as manufactured.
- 1.2.5 Rain Barrels may be located in the side-yard or back-yard of an owner's Residential Parcel so long as these may not be seen from a street, another Lot or any common area of Frisco Hills.
- 1.2.6 In the event the installation of Rain Barrels in the side-yard or back-yard of an owner's property in compliance with paragraph e above is impossible, the Reviewing Body may impose limitations or further requirements regarding the

size, number and screening of Rain Barrels with the objective of screening the Rain Barrels from public view to the greatest extent possible. The owner must have sufficient area on their Lot to accommodate the Rain Barrels.

- 1.2.7 Rain Barrels must be properly maintained at all times or removed by the owner.
- 1.2.8 Rain Barrels must be enclosed or covered.
- 1.2.9 Rain Barrels which are not properly maintained, become unsightly or could serve as a breeding pool for mosquitos must be removed by the owner from the Lot.

SECTION 1.3 RELIGIOUS DISPLAYS

- 1.3.1 An owner may display or affix on the entry to the owner's or resident's dwelling one or more religious items, the display of which is motivated by the owner's or resident's sincere religious belief.
- 1.3.2 If displaying or affixing of a religious item on the entry to the owner's or resident's dwelling violates any of the following covenants, Frisco Hills may remove the item displayed:
 - (1) threatens the public health or safety;
 - (2) violates a law;
 - (3) contains language, graphics, or any display that is patently offensive to a passerby;
 - (4) is in a location other than the entry door or door frame or extends past the outer edge of the door frame of the owner's or resident's dwelling; or
 - (5) individually or in combination with each other religious item displayed or affixed on the entry door or door frame has a total size of greater than 25 square inches
- 1.3.3 No owner or resident is authorized to use a material or color for an entry door or door frame of the owner's or resident's dwelling or make an alteration to the entry door or door frame that is not authorized by the Frisco Hills Declaration or otherwise expressly approved by the Reviewer.

PART TWO: DWELLING UNITS

SECTION 2.1 CERTAIN ROOFING MATERIALS

- 2.1.1 Roofing shingles covered by this Section are exclusively those designed primarily to: (i) be wind and hail resistant; (ii) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (iii) provide solar generation capabilities (collectively, "Roofing Shingles").

2.1.2 Roofing Shingles allowed under these Guidelines shall:

- (1) resemble the shingles used or otherwise authorized for use in Frisco Hills;
- (2) be more durable than and are of equal or superior quality to the shingles used or otherwise authorized for use in Frisco Hills; and
- (3) match the aesthetics of the property surrounding the property of the owner requesting permission to install the Roofing Shingles.

2.1.3 The owner requesting permission to install the Roofing Shingles will be solely responsible for accrediting, certifying and demonstrating to the Reviewer that the proposed installation is in full compliance with paragraphs a and b above.

2.1.4 Roofing Shingles shall be installed after receiving the written approval of the Reviewer.

2.1.5 Owners are hereby placed on notice that the installation of Roofing Materials may void or adversely other warranties.

SECTION 2.2 SOLAR PANELS

2.2.1 Solar energy devices, including any related equipment or system components (collectively, "Solar Panels") may only be installed after receiving the written approval of the Reviewer.

2.2.2 Solar Panels may not be installed upon or within common area or any area which is maintained by Frisco Hills.

2.2.3 Solar Panels may only be installed on designated locations on the roof of a home, on any structure allowed under any Frisco Hills dedicatory instrument, or within any fenced rear-yard or fenced-in patio of the owner's property, but only as allowed by the Reviewer. Solar Panels may not be installed on the front elevation of the home.

2.2.4 If located on the roof of a home, Solar Panels shall:

- (1) not extend higher than or beyond the roofline;
- (2) conform to the slope of the roof;
- (3) have a top edge that is parallel to the roofline; and
- (4) have a frame, support bracket, or wiring that is black or painted to match the color of the roof tiles or shingles of the roof. Piping must be painted to match the surface to which it is attached, i.e. the soffit and wall. Panels must blend with the color of the roof to the greatest extent possible.

2.2.5 If located in the fenced rear-yard or patio, Solar Panels shall not be taller than the fence line or visible from a Lot, common area or street.

- 2.2.6 The Reviewer may deny a request for the installation of Solar Panels if it determines that the placement of the Solar Panels, as proposed by the property owner, will create an interference with the use and enjoyment of land of neighboring owners.
- 2.2.7 Owners are hereby placed on notice that the installation of Solar Panels may void or adversely affect roof warranties. Any installation of Solar Panels which voids material warranties is not permitted and will be cause for the Solar Panels to be removed by the owner.
- 2.2.8 Solar Panels must be properly maintained at all times or removed by the owner.
- 2.2.9 Solar Panels which become non-functioning or inoperable must be removed by the owner of the property.

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EXHIBIT E

MAILBOX

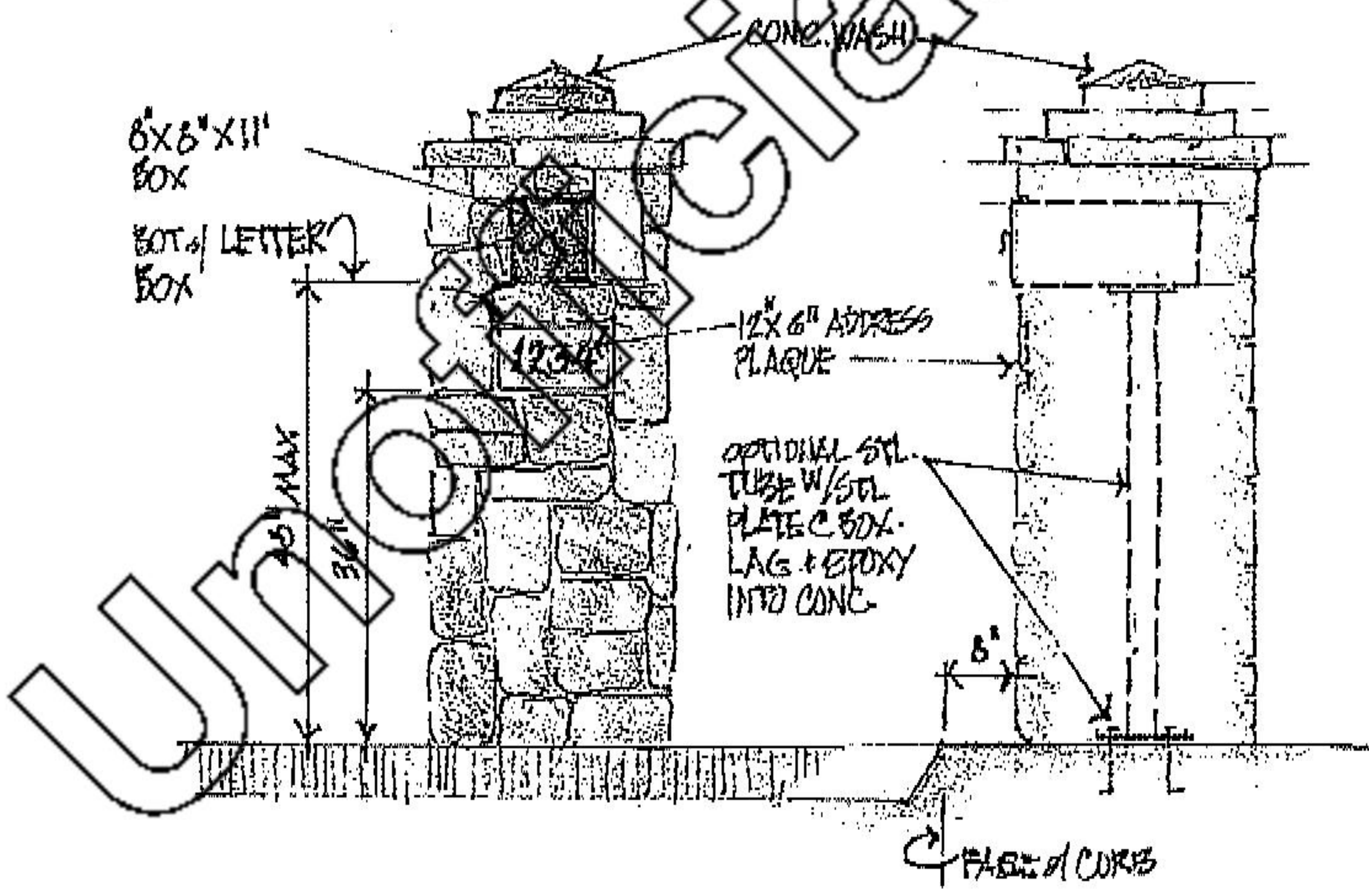


EXHIBIT F

DISCLOSURES

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EXHIBIT G**RECOMMENDED TREE AND PLANT LIST FOR RESIDENTIAL LANDSCAPES**

Trees/Plants (Botanical Name)	Trees/Plants (Common Name)	Acceptable	Highly Recommend ed	Minimum Size
A. LARGE CANOPY TREES:				
<i>Acer Barbatum</i>	Caddo Maple		4	3" B&B
<i>Carya Illinoensis</i>	Pecan	4		3" B&B
<i>Diospyros Virginiana</i>	Persimmon	4		3" B&B
<i>Fraxinus Americana</i>	White Ash		4	3" B&B
<i>Fraxinus Texensis</i>	Texas Ash		4	3" B&B
<i>Juniperus Virginiana</i>	Eastern Red Cedar		4	3" B&B
<i>Liquidambar Styraciflua</i>	Sweetgum	4		3" B&B
<i>Magnolia Grandiflora</i>	Southern Magnolia		4	3" B&B
<i>Pinus Taeda</i>	Loblolly Pine		4	3" B&B
<i>Quercus Macrocarpa</i>	Bur Oak	4		3" B&B
<i>Quercus Muhlenbergii</i>	Chinkapin Oak		4	3" B&B
<i>Quercus Shumardii</i>	Shumard Red Oak		4	3" B&B
<i>Quercus Texana</i>	Texas Red Oak	4		3" B&B
<i>Quercus Virginiana</i>	Live Oak	4		3" B&B
<i>Quercus Nigra</i>	Water Oak		4	3" B&B
<i>Taxodium Distichum</i>	Bald Cypress		4	3" B&B
<i>Ulmus Americana</i>	American Elm		4	3" B&B
<i>Ulmus Crassifolia</i>	Cedar Elm		4	3" B&B

Trees/Plants (Botanical Name)	Trees/Plants (Common Name)	Highly Recommend ed	Acceptabl e	Minimum Size
B. SMALL CANOPY TREES:				
<i>Cercis Canadensis</i>	Redbud		4	2" B&B
<i>Cercis Canadensis "Alba"</i>	White Redbud		4	2" B&B
<i>Chilopsis Linearis</i>	Desert Willow		4	6'-8' B&B
<i>Cotinus Obovatus</i>	American Smoke Tree		4	6'-8' B&B
<i>Ilex Attenuata "Savannah"</i>	Savannah Holly	4		6'-8' B&B
<i>Ilex Decidua</i>	Possumhaw Holly	4		6'-8' B&B
<i>Ilex Vomitoria</i>	Yaupon Tree Holly	4		6'-8' B&B
<i>Lagerstroemia Indica</i>	Crape Myrtle		4	6'-8' B&B
<i>Myrica Cerifera</i>	Waxmyrtle	4		6'-8' B&B
<i>Prunus Mexicana</i>	Mexican Plum	4		2" B&B
<i>Pyrus Calleryana</i>	Callery Pear		4	2" B&B
<i>Pyrus Calleryana "Bradford"</i>	Bradford Pear	4		2" B&B
<i>Rhamnus Caroliniana</i>	Carolina Buckthorn		4	6'-8' B&B
<i>Sophora Affinis</i>	Eve's Necklace		4	6'-8' Container
<i>Ungnadia Speciosa</i>	Mexican Buckeye	4		6'-8' B&B
<i>Viburnum Rufidulum</i>	Rusty Blackhaw Viburnum		4	4'-6' B&B

Trees/Plants (Botanical Name)	Trees/Plants (Common Name)	Highly Recommen ded	Acceptabl e	Minimum Size
C. SHRUBS:				
<i>Abelia Grandiflora</i>	Abelia	4		5 gal., Container
<i>Abelia Grandiflora "Sherwoodii"</i>	Sherwood Abelia		4	5 gal., Container
<i>Abelia Grandiflora "Edward Goucher"</i>	Edward Goucher Abelia		4	5 gal., Container
<i>Aspidistra Eliator</i>	Cast Iron Plant	4		3 gal., Container
<i>Aucuba Japonica</i>	Aucuba	4		3 gal., Container
<i>Berberis Swasey</i>	Texas Barberry		4	3 gal., Container
<i>Berberis Thunbergii "Atropurpurea"</i>	Red Barberry	4		3 gal., Container
<i>Berberis Trifoliolata</i>	Agerito		4	3 gal., Container
<i>Berberis x Mentorensis</i>	Barberry	4		3 gal., Container
<i>Buxus Spp.</i>	Boxwood	4		3 gal., Container
<i>Callicarpa Americana</i>	American Beautyberry	4		3 gal., Container
<i>Camelia Spp</i>	Camella	4		5 gal., Container
<i>Chaenomeles Japonica</i>	Flowering Quince	4		5 gal., Container
<i>Cortaderia Selloana</i>	Pampas Grass	4		5 gal., Container
<i>Cotoneaster Glaucophyllia</i>	Gray Cotoneaster	4		3 gal., Container
<i>Cotoneaster Horizontalis</i>	Rock Cotoneaster	4		3 gal., Container
<i>Cyperus Alternifolius</i>	Cyperus	4		3 gal., Container
<i>Cyrtomium Falcatum</i>	Holly Fern	4		3 gal., Container
<i>Equisetum Hyemale</i>	Horsetail Reed	4		3 gal., Container
<i>Eniobotrya Japonica</i>	Loquat	4		3 gal., Container
<i>Euonymus Alatis</i>	Flameleaf Euonymous (Burning Bush)	4		3 gal., Container
<i>Fatsia Japonica</i>	Aralia	4		5 gal., Container
<i>Forsythia Intermedia</i>	Forsythia	4		5 gal., Container
<i>Gardenia Jasminolide</i>	Gardenia	4		5 gal., Container
<i>Hesperaloe Parviflora</i>	Red Yucca	4		3 gal., Container
<i>Hibiscus Syriacus</i>	Althea (Rose of Sharon)	4		3 gal., Container
<i>Hosta Spp.</i>	Hosta	4		1 gal., Container
<i>Hydrangea Macrophylla</i>	Hydrangea	4		3 gal., Container
<i>Hydrangea Quercifolia</i>	Oak Leaf Hydrangea	4		3 gal., Container

Trees/Plants (Botanical Name)	Trees/Plants (Common Name)	Highly Recommend ed	Acceptabl e	Minimum Size
<i>Hypericum Spp.</i>	Hypericum	4		1 gal., Container
<i>Ilex Attenuata "Foster"</i>	Foster Holly		4	5 gal., Container
<i>Ilex Cornuta</i>	Chinese Holly		4	5 gal., Container
<i>Ilex Cornuta "Carissa"</i>	Carissa Holly	4		5 gal., Container
<i>Ilex Cornuta "Rotunda"</i>	Dwarf Chinese Holly	4		3 gal., Container
<i>Ilex Cornuta "Burfordi" Nana</i>	Dwarf Burford Holly	4		3 gal., Container
<i>Ilex Vomitoria Nana</i>	Dwarf Yaupon Holly	4		3 gal., Container
<i>Ilex x "Nellie R. Stevens"</i>	Nellie R. Stevens Holly	4		5 gal., Container
<i>Jasminum Humile</i>	Italian Jasmine	4		3 gal., Container
<i>Juniperus Chinensis "Sea Green"</i>	Sea Green Juniper	4		3 gal., Container
<i>Juniperus Sabina "Tamariscifolia"</i>	Tam Juniper	4		3 gal., Container
<i>Lagerstroemia Indica</i>	Dwarf Crape Myrtle		4	3 gal., Container
<i>Lantana Horrida</i>	Texas Lantana	4		3 gal., Container
<i>Leucophyllum Frutescens</i>	Texas Sage		4	3 gal., Container
<i>Ligustrum lucidum</i>	Japanese Ligustrum	4		5 gal., Container
<i>Ligustrum lucidum "Variegata"</i>	Variegated Ligustrum	4		5 gal., Container
<i>Ligustrum Japonicum</i>	Wax-Leaf Ligustrum	4		5 gal., Container
<i>Mahonia Bealei</i>	Leather Leaf Mahonia	4		3 gal., Container
<i>Myrica Pussila</i>	Dwarf Wax Myrtle	4		5 gal., Container
<i>Nandina Domestica</i>	Nandina	4		5 gal., Container
<i>Nandina Domestica</i>	All Cultivars Acceptable	4		3 gal., Container
<i>Nerium Oleander</i>	Oleander	4		3 gal., Container
<i>Pennisetum Spp.</i>	Fountain Grass	4		3 gal., Container
<i>Photinia Fraseri</i>	Photinia		4	3 gal., Container
<i>Photinia Serrulata</i>	Chinese Photinia	4		5 gal., Container
<i>Pinus Mugo "Mughus"</i>	Mugho Pine	4		5 gal., Container
<i>Pittosporum Tobira "Variegata"</i>	Variegated Pittosporum	4		3 gal., Container
<i>Pittosporum Tobira "Wheeler's Dwarf"</i>	Wheeler's Dwarf Pittosporum	4		3 gal., Container
<i>Podocarpus Macrophyllus</i>	Japanese Yew	4		3 gal., Container
<i>Punica Granatum</i>	Pomegranate	4		3 gal., Container
<i>Pyracantha Spp.</i>	Pyracantha	4		3 gal., Container

Trees/Plants (Botanical Name)	Trees/Plants (Common Name)	Highly Recommend ed	Acceptabl e	Minimum Size
<i>Rhaphiolepis Indica</i>	Indian Hawthorn		4	3 gal., Container
<i>Rhododendron Spp.</i>	Azalea	4		5 gal., Container
<i>Santolina Chamaecyparissus</i>	Gray Santolina	4		3 gal., Container
<i>Sophora Secundiflora</i>	Texas Mountain Laurel	4		3 gal., Container
<i>Spiraea Bumalda "Anthony Waterer"</i>	Anthony Waterer Spirea		4	3 gal., Container
<i>Spiraea Cantoniensis "Lanceata"</i>	Double Reeves Spirea	4		5 gal., Container
<i>Spiraea Spp.</i>	Spirea	4		5 gal., Container
<i>Spiraea Vanhouttei</i>	Vanhouttei Spirea	4		5 gal., Container
<i>Symphoricarpos Orbiculatus</i>	Coralberry (Indian-Currant)	4		3 gal., Container
<i>Temstroemia Gymnanthera</i>	Cleyera		4	5 gal., Container
<i>Thuja Occidentalis</i>	Arborvitae	4		5 gal., Container
<i>Viburnum Odoratissimum</i>	Japanese Viburnum	4		3 gal., Container
<i>Yucca Gloriosa</i>	Soft Yucca	4		3 gal., Container

Trees/Plants (Botanical Name)	Trees/Plants (Common Name)	Highly Recommen ed	Acceptabl e	Minimum Size
D. GROUND COVER/VINES:				
<i>Ajuga Reptans</i>	Ajuga		4	4" pot, 6" O.C.
<i>Bignonia Capreolate</i>	Crossvine			1 gal., Container
<i>Campsis Radicans</i>	Trumpet Vine		4	1 gal., Container
<i>Clematis Paniculata</i>	Fall Clematis	4		1 gal., Container
<i>Clematix Texana</i>	Texas Clematix	4		1 gal., Container
<i>Duchesnea Indica</i>	Mock Strawberry		4	4" pot, 15" O.C.
<i>Euonymus Fortenei "Colorata"</i>	Purple Wintercreeper Euonymus		4	4" pot, 18" O.C.
<i>Festuca Ovina "Glauca"</i>	Glauca Grass		4	4" pot, 12" O.C.
<i>Ficus Pumila</i>	Fig Ivy	4		1 gal., Container
<i>Gelsemium Sempervirens</i>	Carolina Jessamine	4		1 gal., Container
<i>Hedera Helix</i>	English Ivy		4	4" pot, 15" O.C.
<i>Juniperus Conferta "Blue Pacific"</i>	Blue Pacific Juniper		4	1 gal., Container
<i>Juniperus Horizontalis "Wiltoni"</i>	Wiltoni Juniper		4	1 gal., Container
<i>Juniperus Horizontalis "BarHarbor"</i>	Bar Harbor Juniper		4	1 gal., Container
<i>Juniperus Sabina "Tamariscifolia NewBlue"</i>	New Blue Tam Juniper		4	1 gal., Container
<i>Liriope Muscari</i>	Liriope	4		4" pot, 15" O.C.
<i>Lonicera Japonica "Atropurpurea"</i>	Honeysuckle	4		1 gal., Container
<i>Lonicera Sempervirens</i>	Coral Honeysuckle		4	1 gal., Container
<i>Malvaviscus Arboreum "Drummondii"</i>	Turn's Cap		4	4" pot, 12" O.C.
<i>Mandevilla x "Alice du Point"</i>	Mandevilla	4		1 gal., Container
<i>Millettia Reticulata</i>	Evergreen Wisteria	4		1 gal., Container
<i>Ophiopogon Japonicus</i>	Mondo Grass	4		4" pot, 10" O.C.
<i>Parthenocissus Quinquefolia</i>	Virginia Creeper	4		1 gal., Container
<i>Parthenocissus Tricuspidata</i>	Boston Ivy		4	1 gal., Container
<i>Rosa Banksia</i>	Lady Bank's Rose		4	1 gal., Container
<i>Rosa Setigera</i>	Climbing Prairie Rose	4		1 gal., Container
<i>Sedum Spp.</i>	Sedum		4	4" pot, 12" O.C.
<i>Thelypteris Kunthii</i>	Wood Fern		4	4" pot, 12" O.C.
<i>Trachelospermum Asiaticum</i>	Asian Jasmine	4		4" pot, 12" O.C.

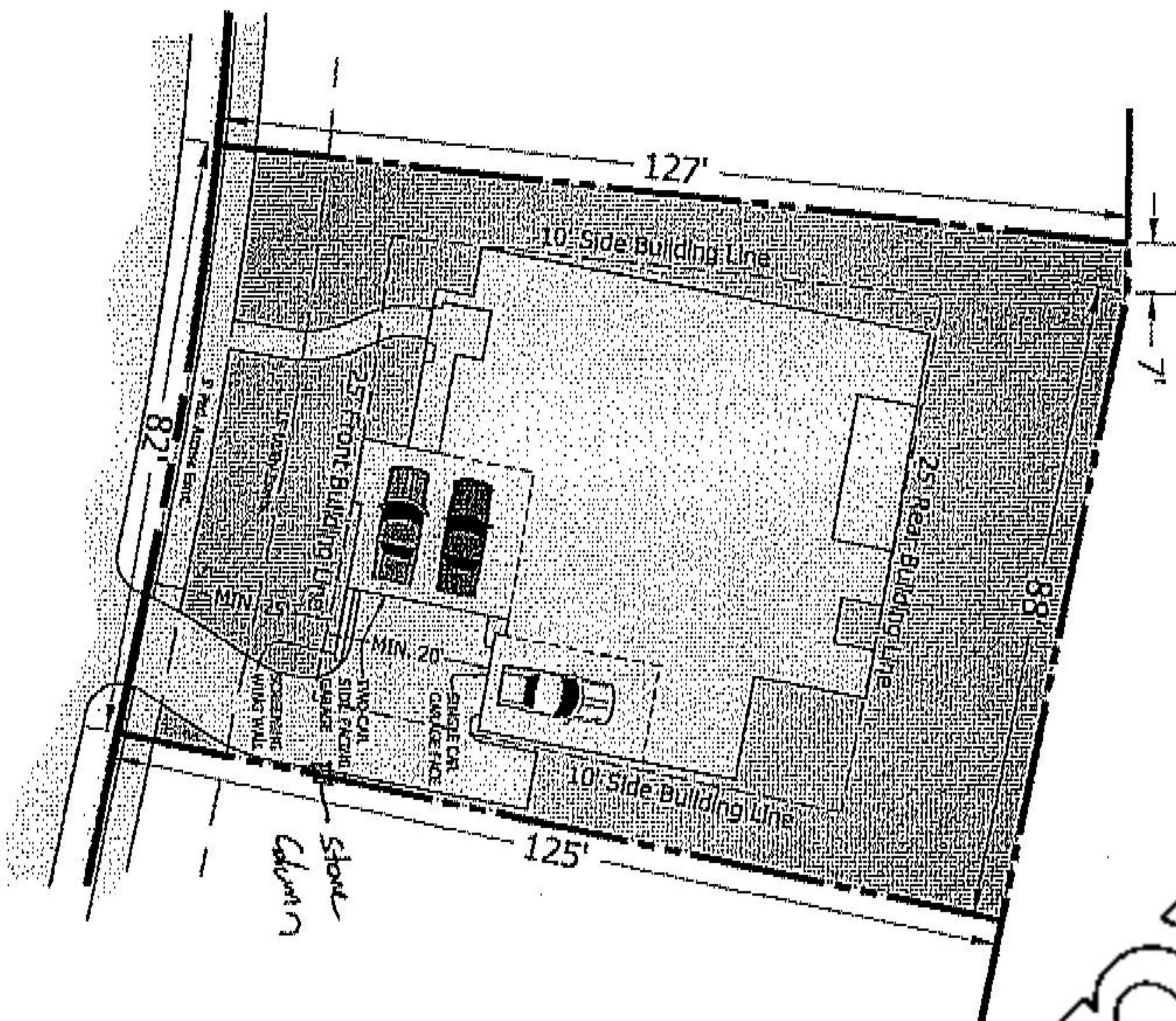
Trees/Plants (Botanical Name)	Trees/Plants (Common Name)	Highly Recommend ed	Acceptabl e	Minimum Size
<i>Vinca Minor</i>	Periwinkle		4	4" pot, 12" O.C.
<i>Vitis Spp.</i>	Grape		4	1 gal., Container
<i>Wisteria Floribunda</i>	Japanese Wisteria	4		1 gal., Container
<i>Wisteria Sinensis</i>	Wisteria	4		1 gal., Container

Trees/Plants (Botanical Name)	Trees/Plants (Common Name)	Highly Recommend ed	Acceptabl e	Minimum Size
E. TURF GRASSES:				
<i>Buchloe Dactyloides</i>	Buffalo Grass		4	Hydrmulch or Solid Sod
<i>Cynodon Dactylon</i>	Bermuda Grass	4		Hydrmulch or Solid Sod
<i>Cynodon Dactylon Hybrids</i>	Tifway 419		4	Solid Sod
<i>Stenotaphrum Socundatum "Raleigh"</i>	Raleigh St. Augustine		4	Solid Sod
<i>Stenotaphrum Socundatum "Seville"</i>	Seville St. Augustine		4	Solid Sod
<i>Zoysia Japonica "Mayer"</i>	Meyer Zoysia	4		Solid Sod

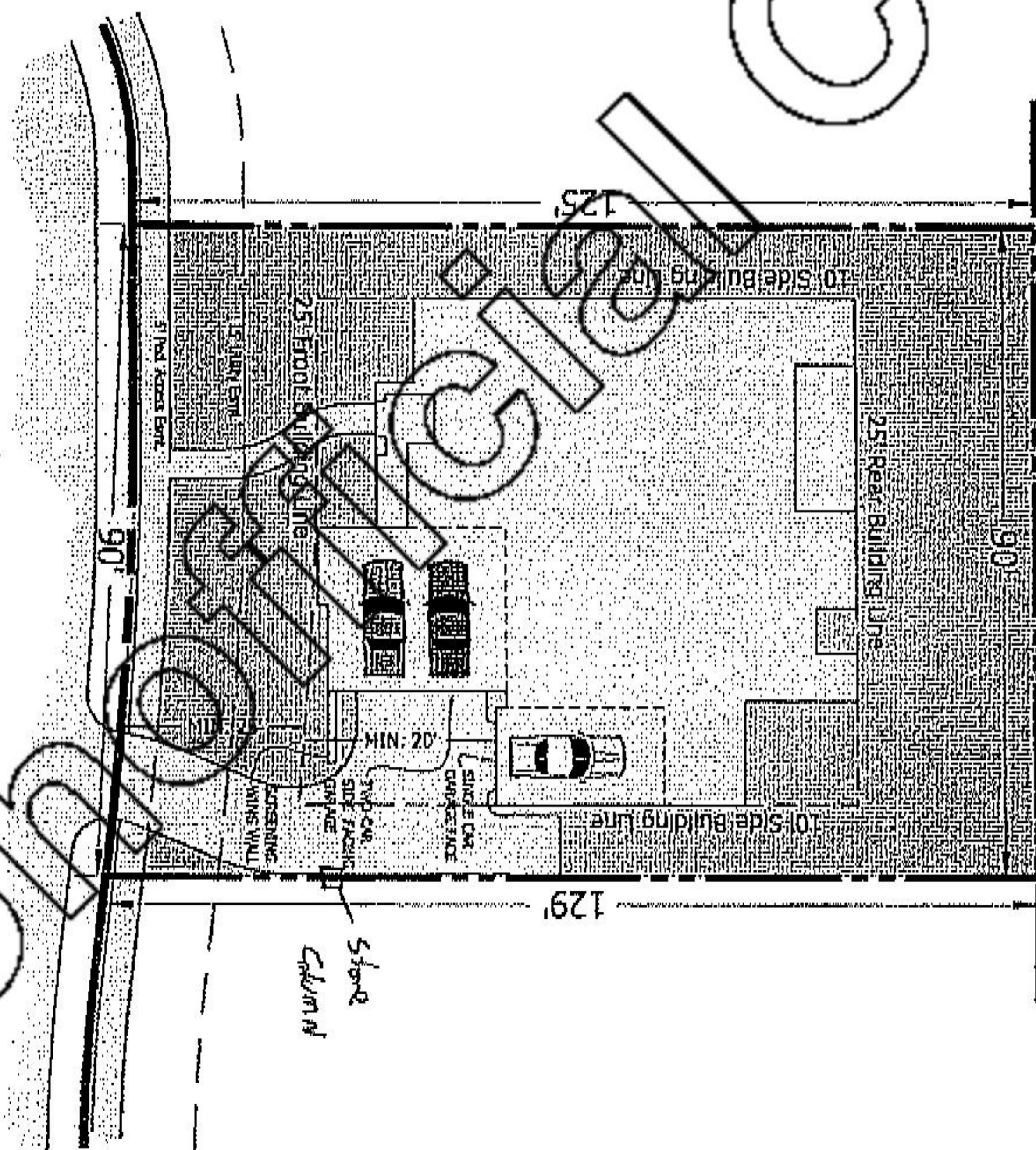
EXHIBIT H
Motor Court Exhibit Relating to Front Facing Garage Doors

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SMALLEST LOT



TYPICAL LOT



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